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The Solicitors' Journal

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Current Topics.

Lord Haldane's Memories.

SOME LITTLE time before his lamented death the late Lord HALDANE devoted a portion of his scanty leisure to the preparation of his autobiography, describing his career as barrister, statesman and Lord Chancellor, and this, which is to be published very soon, is a work to which all, but more particularly members of the legal profession, will look forward with keen expectancy. Meanwhile *The Times* has begun the publication of a series of extracts from the forthcoming work, and the first of these, dealing with Lord HALDANE'S legal studies, his call to the bar and the auspicious start on his successful career, under the *ægis* of Sir HORACE DAVEY, has a special attraction for all who recall him and the great work he was to accomplish in the course of his busy life. For success at the bar he had three qualities of supreme value: first, the capacity "to sit down and think systematically"; secondly, a tenacious memory; and thirdly, immense industry. Although the fact is not mentioned in *The Times* extract, it is worth recalling that Mr. HALDANE, as he then was, did not disdain work of the kind usually regarded as the acme of drudgery, namely, the editing of a grave legal treatise. With his first master in the law, WILLIAM BARBER, he was associated in the preparation of the sixth edition of Dart's "Vendors and Purchasers," a work of great value to the conveyancer, but not such as holds out any attraction for the student of literature and philosophy. But HALDANE did not shrink from this hard task work. Of him we may indeed say, adapting a famous phrase of WORDSWORTH, "Thy heart, the lowliest duties on herself did lay."

The Common Serjeant.

RUMOUR HAS it that Sir HENRY DICKENS, who has held with distinction the office of Common Serjeant since 1917 and who has reached four score years, contemplates an early retirement. Whether there is any foundation for the report we do not profess to know. With his weight of years it would not be unnatural for Sir HENRY to seek rest from toil, but, on the other hand, it may truly be said of him that his eye is not dim nor his natural force abated, and we should all be glad and proud to have him continue yet longer the exercise of his judicial functions. His personality and the magic of his name have added not a little to the lustre of the office which he holds. At one time the office of Common Serjeant was not incompatible with practice at the bar. DENMAN, afterwards Chief Justice of the King's Bench, was Common Serjeant from 1822 to 1830, but continued in practice during those years. In his day the salary attached to the office was £1,000, with, in addition, certain fees on city business which varied from £150 to £400 a year. Now the salary is £3,000. Till the passing of the Local Government Act, 1888, the appointment was in the hands of the Court of Common Council, but by the statute just mentioned the appointment is vested in the Crown.

A Landlord's Liability for the Repair of Flats.

MR. HENRY BELL has written to *The Times* warning, would-be tenants of flats from his own experience, that, if structural internal repairs become necessary during occupation, the landlord, in the absence of express covenant, is not in the ordinary case liable to carry out and pay for them. This experience was as first tenant of a flat advertised as "de luxe," and therefore, no doubt, far above the rental mentioned in s: 1 of the Housing Act, 1925. Below this rental, £40 a year in London, a condition is implied that a dwelling-house, which, of course, includes a flat, is at the commencement of the tenancy in all respects reasonably fit for human habitation, and an undertaking by the landlord to keep it so. This applies notwithstanding any stipulation to the contrary. There is also, of course, an implied condition of fitness in the letting of a furnished house, but no implied undertaking that the fitness will continue: see *Sarson* v. *Roberts*, 1895, 2 Q.B. 395. The old common-law rule, to which the above cases form exceptions, was that the tenant, deemed to be a person of sense, would inspect the premises before he took them, and then take them for better or worse. This was in accordance with the doctrine of freedom of contract, forbidding arbitrary implications in arrangements between sane persons dealing at arm's length. The Legislature has since stepped in to protect large classes of humble folk, but has assumed that a person in a position to live in a flat de luxe can still protect himself. Certainly as first tenant he would not expect to have to spend money on structural internal repairs, and it might be fairest to place the burden for latent defects on the lessor, who should take responsibility that the block is properly built. The doctrine of freedom of contract has had some hard knocks in the last forty years, and possibly the leading case as to the absence of implied condition or undertaking, *Hart* v. *Windsor*, 1843, 12 M. & W. 68, might have been decided differently if coming to a court on first impression in the twentieth century. Possibly also Parliament might reverse the rule in *Hart* v. *Windsor* on any consolidation Act on landlord and tenant, but meanwhile, as Mr. BELL suggests, intending tenants of flats over the statutory limit must take such risk as there may be, unless they can induce or force their landlords to do so.

Payment by Results.

THE LLANELLY justices are reported as being much concerned at a system by which prosecuting solicitors receive their fee only if they secure a conviction. The word "reprehensible," which they are reported to have applied to this practice, is mild, and the defence of it put into the chief constable's mouth that "solicitors stretched every point they could for their own reputation" is a severe reflection which ought not to be allowed to pass. The prosecuting solicitor's duty is that frequently explained so admirably by counsel for the Crown in the greater criminal cases, to present the whole of the facts to the court, whether they tell for or against the accused. It is an unfair and dangerous practice to offer an inducement to a solicitor, who is, let it be remembered, "an officer of the court," to select and marshal his facts with the definite end of conviction in view. The temptations to grow hot in the excitement of fighting a case, and to press too hardly on the accused, are great enough for the man who takes a lively interest in his work. To add a base pecuniary inducement is pernicious, and it is no excuse to answer that the great majority of advocates would be too proud thus to be seduced. In a profession counting its members by tens of thousands, not all can have equally elevated sentiments, and even the righteous are wise to pray for delivery from temptation.

The Super-expert Witness.

A COMMON FAILING of the expert witness is to prove too much, so that it is in the proper order of things to find the super-expert proving much too much. We remember a great naval architect at an enquiry into the loss of a big ship, demonstrating that it was impossible for her to have capsized, yet the only rational conclusion from the evidence was that she had capsized, the real issue turning out to be whether the disaster was due to defective design, faulty loading, or the force of the sea. Now we find the vice-president of the London, Midland & Scottish Railway speaking about a recent accident. The driver "was true to type, steady and solid, nothing could rattle him." "I would like to see the person who can reasonably throw the first stone at that driver or any of his colleagues." "That disposes of the question so far as the human side is concerned." So there could have been no human shortcoming. The material was equally beyond reproach. "So that you may have an efficient unit, you make the engine as nearly perfect as it can be for its job. It was so in this case." "There were fourteen carriages of the most modern type." "In the permanent way we have absolute confidence." "From one end to the other of our line its standard is beyond question." The logical deduction seems to be that *the accident did not happen*. The inquest on four dead bodies, probably the victims of road transport, clandestinely deposited on the railway, is presumably merely held to frighten the public, and the Board of Trade enquiry has, no doubt, the same end in view. The newspaper pictures of coaches smashed and rent to fragments are probably skilfully faked from a small boy's toys laid out on the parlour table. Well, well! The interview was "designed to allay public anxiety." We each "have to travel 50,000 years before meeting a chance of being killed on the railway." We had suspected a certain amount of obsolescence in our railways, but this is back to Methuselah with a vengeance. The ages of the four people killed at Ashchurch total nearly a quarter of a million years.

Conflicting Orders of a Judge and Magistrate.

A SOMEWHAT startling decision by Mr. BINGLEY has just been recorded, in which he has declined to vary his order giving a wife the custody of a child under the Guardianship of Infants Act, 1925, the Divorce Division of the High Court having meanwhile granted the husband a decree *nisi* and given him the custody, see *Vignon* v. *Vignon*, 73 SOL. J. 44. The learned magistrate pointed out that there was nothing in the Act requiring him to alter his order if the wife was subsequently divorced, and he did not think he could do so. The Act of 1925, which is to be construed as one with that of 1886, in effect, gives magistrates power to exercise jurisdiction and make orders under s. 5 of the latter Act, and also to alter, vary, or discharge such orders. If a judge of the Chancery Division had made an order under the Act of 1886, and divorce had supervened, and the judge of the Divorce Division had made an order, there seems to be little doubt that the Chancery judge would alter or vary his order to conform with that in Divorce, as pointed out in a previous article, see vol. 72, p. 787. The effect of a decree in divorce upon a separation and maintenance order made by a court of summary jurisdiction was discussed in *Bragg* v. *Bragg*, 1925, P. 20. There the maintenance order having been made, and the wife subsequently having obtained a divorce, it was held that the order held good, and its alteration, which could only be made under s. 7 of the 1895 Act, was therefore a matter of discretion. In that case, however, there was no clash between the two courts. In the present case BATESON, J., appears to have made the usual order giving the husband petitioner the custody with some hesitation. The report made to Mr. BINGLEY by two missionaries was that the child, in the custody of its mother (who appears to be better off than the father), was "the picture of health," and had every care and comfort. Perhaps, therefore, having regard to s. 1 of the Act of 19 5, Mr. BINGLEY deemed the child's welfare a consideration paramount even to the order of a superior court. Whether he is right or wrong, the position at present is very irregular, for if the wife keeps the child she obeys one court and disobeys the other, the latter with the usual consequences, and the husband is in a similar dilemma. It is even doubtful whether there is an appeal, having regard to the proviso to s. 7 (5) of the 1925 Act, but possibly the issue might be tested on *Habeas Corpus*. If a court of summary jurisdiction is not bound to defer to the High Court, the result may be chaotic.

The Rights of a Wife.

DISPUTES RELATING to the property of husband and wife were once of frequent occurrence in this and other countries; but in most countries the law on this subject has been brought up to date and codified. It appears, however, from a case now before the French courts, that disputes on this question are still possible. In 1921 a clown and his wife, named FOOTIT, were joint owners of a bar. Naturally this bar had considerable popularity with a certain class of customers. The clown's wife had been English before her marriage and, when he died in 1921, she continued to manage the bar, claiming to be entitled to it by survivorship. In 1926 the wife died also, and her English relations claimed the bar. This claim is now disputed by the son of the clown, by a former marriage, who bases his claim on the fact that, the property being in France and the wife being a domiciled French woman, no property in the bar passed to her on the death of the husband, and that it devolved instead on him as heir-at-law of his father.

Pin Pricks.

THOSE WHO spend most of their time in court frequently hear judges complain of or give advice on some small but not unimportant point material to the smooth conducting of a case. Not so very long ago the Lord Chief Justice had occasion to call attention to the necessity of chronologically arranging papers and paging correspondence (71 SOL. J. 477); failure to number correspondence, however, is still a source of frequent complaint. Another small but important matter relating to pleadings arose in a case before Mr. Justice AVORY on the 14th inst. His lordship called counsel's attention to the fact that the pleadings before him differed from those he, counsel, was reading; "one has frequently to complain," said the judge, "of the amended pleadings not being delivered." The time lost in the course of a year through unnecessary omissions of this nature is alone a sufficient justification for greater care being given to them.

Landlord and Tenant Act, 1927.

By S. P. J. MERLIN, Barrister-at-Law.

XII.

The Conduct of a Defence to a Claim for a New Lease—With Suggestions as to Procedure and Evidence.

When a landlord, or his advisers, is confronted with a claim by a tenant of business premises for a new lease he can find the whole of the substantive law relating to the matter contained in ss. 4 and 5 of this Act. The provisions of these two sections comprise not only the new rights of tenants as to monetary compensation for the loss of their goodwill, if forced to leave their holdings, or alternatively, of a new lease in certain cases, but also side by side with those new rights they contain the defences which landlords may set up in reply to these claims.

Some of these defences given to landlords are absolute and conclusive, on proof of certain facts, others will depend on the balance of the respective merits. In the former cases the Act usually says that the tribunal "shall," and in the latter "may," grant a new lease. (See s. 5, sub-ss. (2) and (3).)

The first question a landlord should consider on receipt of his tenant's claim for a fresh lease is as to whether the tenant's notice of claim is within the time prescribed by the Act, and whether his tackle is in good order. Many cases have already come forward towards trial in which the notices have been all wrong in point of time (and this may be a fatal defect and put the tenant quite out of court), or misconceived in other respects. For example, this week, on the 15th inst., the Divisional Court has decided in the case of *Dobbin* v. *Ogden* that a notice of claim served on the 24th March, 1928, a day before the Act came into operation, was bad and ineffective.

Assuming the claim of the tenant to be correctly launched, the next question for the consideration of the landlord, who has decided to oppose it, is which of the many defences open to him is he going to rely upon. If the statement or particulars of claim of the tenant contain allegations of fact which the landlord does not admit, or which he has reason to believe the tenant cannot easily prove, he should file a defence (within fourteen days after service on him of the particulars of claim) setting out the grounds of his defence, and traversing all contested allegations in the plaintiff's claim, otherwise they may be deemed to be admitted. (See Ord. 50B, r. 9, of the County Court Rules.)

Where the landlord's case is that the tenant has no valid claim, either to monetary compensation under s. 4, or a new tenancy under s. 5, and that the whole thing is nothing more than a "try on" on the part of the tenant, he should set up any or all of the following defences of fact which may be appropriate, namely :—

(1) That the tenant *has not attached any goodwill to the premises*, by reason whereof the premises could be let at a higher rent than they would have realised had no such goodwill attached thereto (s. 4).

(2) That he intends to re-let the premises for a different and more profitable purpose, in connexion with which purpose the alleged goodwill of the tenant is valueless and negligible for the purpose of awarding compensation (s. 4).

(3) That the whole of the alleged goodwill is attributable *exclusively to the situation of the premises*, or has been created solely by the landlord's foresight in placing restrictive covenants in the leases of other business premises in the neighbourhood (s. 4 (*e*)).

(4) That the sum which could be awarded the tenant under s. 4 would in fact compensate him for the loss of goodwill he would suffer if he removed and carried on his business in other premises, and that therefore he has no case for a new lease under s. 5. (See s. 5 (1).)

(5) That the tenant is not a suitable tenant, either on personal grounds, or by reason of the fact that he is not carrying on a business in the said premises which is reasonably suitable to their character, position and letability for other and more profitable users.

The above examples include most of the defences which may be founded on the facts of any individual case. They may very well be successful where they are backed up by satisfactory evidence on the merits, and in their cumulative effect they may also help the landlord to say at the end of the hearing that in any event "the grant of a new tenancy is in all the circumstances of the case not reasonable," which is a further and omnibus defence given to him by s. 5, sub-s. (2).

If the landlord's main desire is to prevent the tenant getting a new lease (at the risk of having to pay something by way of monetary compensation for the consequent loss of goodwill to the tenant) *in order that he may occupy the premises himself, or may rebuild them*, he can in such case safely and with confidence set up one or other of the statutory defences in s. 5, sub-s. (3), which says that : "The grant of a new lease under this section shall not be deemed to be reasonable—

(*b*) if the landlord proves—

"That the premises are required for occupation by himself, or, where the landlord is an individual, for occupation by a son or daughter of his over eighteen years of age ; or that he intends to pull down or remodel the premises ; or that vacant possession of the premises is required in order to carry out a scheme of re-development or that for any other reason the grant of such a lease of the premises would not be consistent with good estate management, and for this purpose regard shall be had to the development of any other property of the same landlord :

"Provided that, if the grant of a new lease is refused by the tribunal on any such ground as is mentioned in paragraph (*b*), the tribunal may make it a condition of refusal, that if the landlord fails to carry out his intention within such period as may be allowed by the tribunal, the landlord shall pay to the tenant such compensation as the tribunal may fix, not exceeding the amount of the loss which the tenant has suffered by reason of having been deprived of his right to the grant of a new lease under this section."

A landlord who intends to rely on one of the above defences must, however, note that, if he succeeds in defeating the claim for a new lease on any one of the above grounds, he will become liable, in a proper case, to pay something in the way of compensation under s. 4. This liability is discovered in an obscure and misplaced provision in sub-s. (2) of s. 5, which provides that if the tribunal is precluded from granting a new tenancy on the ground that the landlord requires the premises for his own occupation, etc., the tribunal in such case may award such compensation as is provided under s. 4.

A landlord who anticipates that he will require possession of the premises at some early future date, for one or other of the four purposes specified in the above-mentioned sub-s. 3 (*b*), should recollect to take advantage at the trial of the provisions of sub-s. (4) of s. 5, which safeguards him in such circumstances, in the following terms : "Where the landlord proves to the satisfaction of the tribunal that the premises, though not required immediately on any such ground as aforesaid, will be so required after the lapse of a certain period, the term for which the lease is granted shall not extend beyond the expiration of that period, unless the lease is made subject to a condition that the landlord may at any time after the expiration of that period, on giving not less than six months' notice in writing, resume possession of the premises if he requires them for any such purpose as aforesaid."

The provisions of this sub-section should be found useful by large estates which have a number of leases falling in at varying dates in or about the same decade, and which have a scheme in hand for pulling down and rebuilding. By utilising these provisions they will be enabled eventually to resume

possession of all the separate leaseholds at any covenient and synchronised date.

There is a further safeguard provided in sub-s. (5) of s. 5, which says that every lease granted under this section shall, if the landlord so requires, be subject to a condition that if at any time after the expiration of seven years from the commencement of the term thereof the premises are required for the purpose of carrying out a scheme of re-development, the landlord, on satisfying the tribunal that the premises are so required, and on giving not less than twelve months' notice in writing to the tenant, may determine the lease and resume possession of the premises upon payment of such compensation as the tribunal may determine to be the value of the unexpired residue of the term of the lease.

Where a landlord can prove no such present intention or purpose as would enable him to rely on the provisions of sub-ss. (3) and (4) of s. 5, but does consider it possible that he, or his successors in title, may, during the currency of the proposed new lease, require the premises for the purpose of carrying out a scheme of re-development, he should request the tribunal to grant the lease subject to the condition herein contained. This condition, at the least, gives the landlord what may be a valuable option, and one which might make certain properties much more readily saleable to purchasers desirous of rebuilding for their own particular purposes such as, e.g., banks and multiple shop companies.

With regard to preparation for the trial, the landlord should consider carefully what evidence he requires after the pleadings are closed and the issues are decided, and in most cases it is highly advisable to obtain an order for discovery of the tenant's books of account and balance sheets, in order to ascertain whether he has in fact attached any appreciable goodwill to the premises. One first-class accountant or business transfer agent should be retained in good time, one who can not only speak with authority on the technical matters in issue, but also be able and experienced enough to stand cross-examination in the box, as this type of case in a closely contested matter is frequently decided by the expert witness whose evidence is most acceptable to the court.

Rent Restriction.

THE case *Hicks* v. *Snook*, decided on the 19th November, 1928, and reported in this journal (73 SOL. J., p. 43), goes some way towards clearing one Rent Act question, viz., as to when a house or part of a house will be deemed to be let as a separate dwelling within the meaning of s. 12 (2) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, from the tangle of decisions that have been come to by the various courts from time to time. The cases are numerous and are difficult to reconcile. One of the difficulties was that noted by GREER, J. (as he then was), in *Hyman* v. *Steward*, 1925, 2 K.B., 712, viz., that if s. 12 (2) be looked at apart from proviso (ii), the test to apply in determining whether the premises are let as a dwelling-house is what are the terms of the tenancy? If, on the other hand, the proviso is looked at, the test appears to be the use to which the premises are put. In *Barrett* v. *Hardy Bros.*, 1925, 2 K.B., 227, SCRUTTON, L.J., observed that "the important matter is the rights under the lease, not the *de facto* use," and in *Epsom Grand Stand Association* v. *Clarke*, 35 T.L.R. 252 (decided under the earlier Act), BANKES, L.J., stated that if what is let is a barn, the fact that the tenant used it to live in would not make the letting a letting of a dwelling-house, a statement that suggests that the object of the letting and not the nature of the user is the critical test.

Various Divisional Courts seem on occasion, however, to have contemplated as a possible test the dominant user to which the premises are in fact put. Thus, in *Grieg* v. *Francis and Company Ltd.*, 1922, 38 T.L.R. 519, the Divisional Court held, that what had to be determined as a question of fact was what is the real main and substantial purpose for which the premises are used? This not only laid down "dominant purpose" as a test, but established that whether the dominant purpose was this or that was a question of fact. This test was rejected in *Waller* v. *Thomas*, 1921, 1 K.B. 541; *Cohen* v. *Benjamin*, 1922, 39 T.L.R. 11, and in *Brakspeare* v. *Barton*, 1924, 2 K.B. 92. But it has often been held by Divisional Courts that whether or not premises are within the term "dwelling-house" is a question of fact. The Court of Appeal has now held that this is not a question of fact, at least where there is any instrument of letting, but a question of law. That question of law will presumably be resolved by regarding the terms of the instrument of demise. If the *res* let is described as including a dwelling-house, or as including that wider term "messuage," which includes a dwelling-house, then *primâ facie* there is, as a matter of construction, a letting of a dwelling-house. This first impression construction may of course be dislodged by express terms, which prevent the premises being lawfully used as a dwelling-house. It might also be rendered a construction the grounds for which are cut away by an estoppel as was suggested by GREER, J., in *Hyman* v. *Steward*, *supra*.

Many of the old difficulties of fact doubtless remain where, as is so often the case, the letting is oral, but now, where there there is an instrument of demise that describes the premises let in terms that are not entirely neutral, the position appears to be reasonably plain and much of the uncertainty, which must always be present where the answer depends upon a finding of fact, has disappeared.

In connexion with the questions that arise where composite premises are let, that include both dwelling-houses and business premises, the effect of s. 12 (2) (iii) has not hitherto been sufficiently considered, owing to the decision in *Read* v. *Goater*, 1921, 1 K.B. 611. That case, however, was decided at a time when business premises were also protected by s. 13 and if decided now would presumably be decided the other way.

A Conveyancer's Diary.

Restrictive Covenants.

Last week we dealt with the law relating to restrictive or negative covenants as between a vendor and purchaser. This week we propose to deal with the same subject in a slightly different aspect: the liability between co-purchasers from a common vendor to perform restrictive covenants entered into by them.

The cases decided on this subject are too numerous for all to be dealt with in this article, so it must suffice to mention a few showing the general principles.

These general principles were laid down very clearly by Lord Esher in *Nottingham Patent Brick and Tile Company* v. *Butler*, 1886, Q.B.D. 778, the facts of which case were as follows: In the years 1865, 1866 and 1867 thirteen lots of freehold land, subject to restrictive covenants, were sold to different purchasers. The defendant in the above action had purchased Lot 11, but the conveyance did not refer to the covenants. In 1882 the plaintiff purchased this lot and it was stated in the conditions that the sale was made subject to any matter or thing affecting the land, whether disclosed at the time of sale or not. The plaintiff discovered, before completion, that the above-mentioned covenants existed and sued his vendor, the defendant, for rescission of the contract and a return of his deposit. Wills, J., decided in favour of the plaintiff, which decision was afterwards confirmed by the Court of Appeal, when Lord Esher, M.R., laid down the following principles:—

When an estate is put up for sale in lots subject to a condition that restrictive covenants are to be entered into by each of the

purchasers with the vendor, and the vendor is intending at that sale to sell the whole of the property, the question whether it is intended that each of the purchasers shall be liable in respect of these restrictive covenants to each of the other purchasers is a question of fact to be determined by the intention of the vendor and of the purchasers.

This question must be decided upon the same rules of evidence as any other question of intention. If it is found to have been intended that the purchasers should be bound by the covenants *inter se*, equity will, in favour of any one of the purchasers, insist on the performance of the covenants by any other of them, without introducing the vendor into the matter.

The fact that, though a property is put up for sale in lots, some of these lots are not sold until after a considerable period of time from the sale of other lots, does not create a bar against the liability of the purchasers *inter se* to perform the covenants. A long delay between the sale of the different lots would, however, be a fact to be considered in determining the intention of the parties and especially in determining the liability of the later purchasers.

When, however, property is sold at different times though under the same conditions of sale, and all the sales take place under the same order, these facts are strong evidence to rebut inferences arising from the fact that the sales actually took place at different times.

The liability of co-purchasers *inter se* in respect of these covenants does not depend upon the existence of a building scheme, though, for the reasons hereinafter stated, the existence of a building scheme necessarily results in a mutuality of obligation.

Where, however, property is put up for sale in different parts, this would go to show, at any rate so far as concerns the earlier sales, that no mutuality of obligation between the earlier and the later purchasers was intended; this inference would be strengthened if different conditions of sale were used for the later sales. In the latter case the earlier conditions of sale could not be looked at to determine the intention of the parties to the later sales.

It must be remembered, however, that the fact that sales are made at different times, or that different parts of the property are subject to different restrictions, does not show conclusively that no mutuality of obligation between the purchasers of different parts of the property was intended. This rule is strongly shown by the cases which are next mentioned.

Whether or not the vendor retains part of the property for himself is, of course, an important element in determining the question of intention; if he does not reserve any part of the property, there is a strong inference that the restrictions imposed were intended for the benefit of the other parts of the property sold.

Where covenants are binding on purchasers *inter se* the vendor need not bind himself expressly to enforce them, for each purchaser can enforce them himself: *Harrison* v. *Good*, 2 Law Rep. 11 Eq. 338.

It now remains to mention subsequent cases which considerably widened the above doctrine and to consider also the cases of building schemes.

The doctrine so carefully laid down by Lord Esher was extended in the case of *Collins* v. *Castle*, 1887, 36 Ch. D. 243. Here were a different set of facts.

The properties were not put up for sale together, but the whole of the estate was laid out as building land in the same year under such circumstances as to show a common intention governing all the sales: the restrictions in question were against building houses at less than a specified value, though this value differed in certain parts of the estate from other parts of it. It was held that the lay-out of the estate showed such a common governing intention as to render the restrictions mutually binding on the purchasers of the different lots. This decision was later followed by Stirling, J., in *Re Birmingham and District Land Company* v. *Allday*, 1893, 1 Ch. 342. The main interest for us in the two last-mentioned decisions was the pains taken by both the judges concerned to modify and explain the rather strong *dictum* of Lord Esher, that putting up property for sale at different times was a very strong indication against an intention of mutuality of obligation between the purchasers to perform the covenants. It was stated that the *dictum* of Lord Esher in the *Nottingham Case* could not be construed to mean that, unless the vendor put up all his property at once, the purchasers of the property put up for sale after an interval could not be bound, *inter se*, by the same restrictions as the purchasers of the parts of the estate sold at an earlier sale. It was stated that no more weight could be given to these facts as evidence of intention than to any other facts that might show an intention. But when all these cases are now considered, it is difficult to see why the learned judges thought that Lord Esher had committed himself to any hard and fast rule as to the effect of later sales on the evidence as to intention, for it seems clear from his judgment that he was only imagining an opposite set of facts to those of the case before him which, if they had existed with the other circumstances of that particular case, would have justified him in coming to a different conclusion as to the net effect of all the evidence before him. Moreover, he made it abundantly clear that the question of mutual obligation was solely one of evidence and must be decided in every particular case according to the balance of evidence and having regard to all the attendant circumstances.

Now it only remains to consider building schemes, for which purpose we will take two only of the many cases relating to this subject as best illustrating the underlying principles affecting them. These cases are *Renals* v. *Cowlishaw*, 1878, 9 Ch. D. 125, affirmed by the Court of Appeal in 1879, 1 Ch. D. 866, and *Spicer* v. *Martin*, 1889, 14 App. Cas. 12.

The latter case is more particularly illuminating when read with the remarks upon it in the judgment of North, J., in *Davies* v. *Leicester Corporation*, 1894, 2 Ch. at p. 219.

We refer to *Martin* v. *Spicer* mainly because of the remarkably acute business reasoning contained in Lord Macnaghten's judgment. This, and the other decisions referred to above, show two clear cut principles underlying the law that a building scheme results in making restrictions mutually binding between co-purchasers from a common vendor.

The first principle is based on evidence. A building scheme is necessarily very strong, if not conclusive, evidence of intention that each of the purchasers shall as against the others be entitled to the benefit of the restrictions.

The further principle given by Lord Macnaghten and North, J., strikes even more forcibly on the imagination than the former. It is based on contract.

Every purchaser, or lessee, of land under a building scheme is bound to know not only what restrictions affect his own land, but also what restrictions affect the other land within the scheme. The advertisements for sale or the conditions are an invitation to the public to come in and buy parts of the estate upon the footing of the restrictions: the price of the land partly represents the value of the restrictions, so that the value of the land is enhanced by them and can only be maintained so long as they exist unimpaired. The tradesman buys his plot of land and builds his shop knowing that he is guaranteed a certain class of customer, even though the class of house owner may vary in different parts of the estate or on different sides of the same street. The owner of a private dwelling-house knows what type of neighbours he will have; he is secure in his knowledge that no offensive trade or business may be carried on in an adjoining house, that he and his family will not be annoyed by offensive sights or sounds. Hence the restrictions enure for the benefit of all the owners and occupiers of land on the estate; they all have a common interest in maintaining the restrictions and this community of interest necessarily implies a corresponding community of obligation.

The obvious moral to be deduced from these decisions is that such questions will never arise if draftsmen of documents imposing restrictive covenants are careful to show what land is intended to be affected by them.

Costs of Preparing Mortgage Deed.

We wish to correct a mis-statement in the "Conveyancer's Diary" of the 22nd ult., on p. 854. In the third line of that article it was stated that a mortgagee can add to the principal secured by his mortgage, not only the costs of preparing his mortgage, but also of protecting and enforcing it.

As a correspondent rightly points out, the costs of preparing the mortgage cannot be added to the security as the price of redemption, and so, in this respect, are on a different footing from the costs of protecting and enforcing the mortgage: *Wales* v. *Carr*, 1902, 1 Ch. 860. The point has seldom arisen in practice, as the costs of preparing the mortgage deed and investigating title are usually deducted from the mortgage money before it is handed over to the mortgagor.

ED., *Sol. J.*

Landlord and Tenant Notebook.

An Important Point as to Notices under the Agricultural Holdings Act, 1928.

The importance of drafting notices under the Agricultural Holdings Act, 1923, with extreme care is exemplified by the recent case of *Selleck* v. *Hellens*, 1929, W.N. 4.

The material facts were briefly as follows: The appellants, who were the tenants of an agricultural holding, wrote to their landlords on the 11th February, 1927, asking for a reduction of rent as from the next ensuing date on which the tenancy could have been terminated by a notice then given. This letter was accompanied by a notice given in pursuance of the Agricultural Holdings Act, 1923, demanding "That the question of the rent for the holding as from the 25th March, 1928, at which date the tenancy could be determined by notice given by us at this date, be referred to arbitration . . ." On the 19th February, the landlord wrote to the tenants stating that he could not agree to a rental of £200. On the 23rd March, 1927, the tenants served the landlord with a notice to quit in the following terms: "I hereby give you notice that it is my intention to quit and deliver up possession (of the farm) now held by me as your tenant on the 25th March, 1928. This notice is given by me *by reason of your refusal* to agree to the demand made to you by me for an arbitration as to the rent to be paid for the holding as from 25th March, 1928." The phraseology of this notice should be noted, since it stated as the reason, of the giving of the notice, the fact of the landlord's "*refusal*" to agree to the tenants' demand for arbitration and not his *failure within a reasonable time* to agree thereto. The tenants subsequently served on the landlord notice of their intention to claim compensation for disturbance, and later commenced proceedings for recovery of such compensation.

When the case came before the arbitrator the latter found as a fact that there had been no refusal on the part of the landlord to agree to arbitration, but that there had been a failure by him within a reasonable time to do so.

The point was then taken on behalf of the landlord that the tenants were not entitled to compensation on the ground that the notice to quit served by the tenants on the 23rd March, 1927, was invalid, since it stated merely that it had been given because of the landlord's *refusal* to agree to arbitration as to the rent to be paid to the holding.

This view was upheld by the learned county court judge, and also by the Court of Appeal, and it may be of interest to examine the basis of the decision.

The material section in the Agricultural Holdings Act, 1923, is s. 12 (3), which is as follows:—

"Where the landlord of a holding refuses or within reasonable time fails to agree to a demand made to him in writing by the tenant for arbitration under this Act as to the rent to be paid for the holding as from the next ensuing date at which the tenancy could have been terminated by notice to quit given by the tenant at the date of the said demand, and by reason of the *refusal* or *failure* the tenant exercises his power of terminating the tenancy by a *notice stating that it is given for that reason*, the tenant shall be entitled to compensation in the same manner as if the tenancy had been terminated by a notice to quit given by the landlord:

"Provided that such compensation shall not be payable if the circumstances are such that a notice to quit could have been given by the landlord for any of the reasons mentioned in paragraphs (*a*) (*b*) or (*c*) of sub-section (1) of this section."

It will be noted that the above sub-section, after referring to the exercise by the tenant of his power to terminate the tenancy "by reason of the refusal or failure" of the landlord to agree to arbitration, speaks of the "notice stating that it is given *for that reason*."

So that the sub-section itself, it seems, requires the actual reason for the giving of the notice to be stated. Furthermore, the Court of Appeal pointed out the Agricultural Holdings Act, 1923, was to be regarded as a penal statute, which accordingly required to be strictly construed.

Thus in his judgment Scrutton, L.J., said: "If the Act were approached as a penal statute which derogated from the ordinary rights created by contract and inflicted upon the landlord something in the nature of a penalty, the language would have to be strictly construed in favour of the landlord. If, on the other hand, the Act was to be treated as an ordinary commercial document by which the tenant was to receive compensation if he was turned out of his holding except in special circumstances, the words 'that reason' in s. 12, sub-s. (3), might easily be read as meaning either the refusal of the landlord or his failure to agree within a reasonable time to the demand for arbitration."

The safest course in such cases is to state that the notice is given because of the landlord's refusal and/or of his failure within a reasonable time to agree to the tenant's demand for arbitration.

Our County Court Letter.

GOLFERS' NEGLIGENCE.

IN the recent case of *Yates* v. *Bradbury*, at Stoke-on-Trent County Court, the plaintiff claimed damages for negligence to the amount of fourteen guineas, being ten guineas for a dental plate and four guineas for a doctor's fee. The parties were both members of the Meir Golf Club, but had not been playing together on the occasion giving rise to the action. The plaintiff and his partner were on the tenth tee and the defendant and his partner were on the eleventh tee, the fairways being almost parallel, when the defendant, having a bright sun in his eyes, drove his ball and hit the plaintiff in the mouth, cutting his lip and breaking his denture. It was alleged that there was negligence in driving a golf ball while the plaintiff was within such a distance that he was liable to be hit, and although the mere not hitting the ball straight was not negligence, want of skill might be negligence, such as (*a*) not calling out "Fore," (*b*) driving from a tee before others taking part in another match in front had moved out of driving distance, (*c*) not waiting until the second shot was taken. It was stated that the defendant had apologised and said the sun was in his eyes, but His

Honour Judge Ruegg, K.C., held that there was no negligence, as it was one of the ordinary risks of the game, and an accident which might happen any day. Judgment was therefore given for the defendant with costs.

On the other hand a voluntary caddy was held to be entitled to recover damages in *Cleghorn* v. *Oldham*, 1927, W.N. 147. The plaintiff was chaperoning her brother and the defendant, and was also carrying the latter's clubs. The plaintiff's brother having made a bad drive, the defendant walked back from the ladies' tee and—by way of demonstrating the correct method—played an imaginary ball, not knowing that the plaintiff was close behind her. At the end of the follow-through, the defendant's club struck the face of the plaintiff, who was incapacitated for thirteen months. The jury found in answer to questions that (1) the defendant was guilty of negligence which brought about the accident, (2) the plaintiff was not guilty of contributory negligence, and (3) did not take the risk of such an accident by going on the course as a spectator. It was contended for the defence that the last question was one of law, and not of fact, and that persons going on a golf course take the risk of such a blow, as all who participate in a game, whether as players or spectators, must be taken to submit to all incidents of the pastime not arising from violence or unfairness. Mr. Justice Swift held, however, that there was no reason to differentiate between accidents arising in games and those occurring in other transactions in life, and where an accident was due to the negligence of the defendant, there was no reason to exonerate the latter merely because the incident occurred during recreation and not work. Judgment was therefore given for £150 damages.

The liability of the golf club and the player to outsiders was considered in *Castle* v. *St. Augustine's Links, Limited, and Chapman*, 38 T.L.R. 615. The second defendant had driven a ball from the thirteenth tee in a direction intended to be parallel with the Sandwich Road, but the ball was sliced, and had broken the windscreen of a taxi-cab driven by the plaintiff. The latter sustained injuries resulting in the loss of an eye, and he claimed damages for negligence against the second defendant, who went abroad and was not represented. Damages were claimed against the company for nuisance, viz., in maintaining the course in proximity to the road without giving warning to passing traffic. Mr. Justice Sankey (as he then was) pointed out that the company contended that the accident was entirely due to the wrongful act of the second defendant in playing the ball while the taxi-cab was passing, but it was clear that the directors of the club knew, or ought to have known, that balls driven from that tee frequently landed in the road, even though there had been no specific complaint. The tee and the hole were therefore a public nuisance under the conditions and in the place where they were situated, and judgment was accordingly given against both defendants for £450 and costs.

It appears from the last-named case that (*a*) the slicing of balls into the road was the probable consequence from time to time of players driving from that particular tee, which was therefore a nuisance for which the company was liable, but that (*b*) if a railway line, for example, ran between a tee and a hole, and a member drove off while a passenger train was passing, the club would not be liable for damages resulting from such negligence.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

Practice Notes.

SAFEGUARDS TO TRADERS.

In a Current Topic in our issue of 29th December, 1928 (72 Sol. J. 866), we referred to the efficacy of the Sale of Food (Weights and Measures) Act, 1926, s. 12, from the marginal note of which the above designation is taken, in protecting retailers whose businesses are properly conducted. The value of the section has recently been illustrated at Plymouth, where a branch manager of a multiple shop company was summoned for having in his possession for sale ninety bags of sugar, fourteen bags of flour, and thirty-two bags of dried peas, made up in quantities other than those specified in the above Act, s. 4, and Sched. I, Part III, and the bags not bearing thereon a true statement of the minimum weight of the contents, plus wrappers or containers. Evidence was given of the following shortages: twenty-three 2-lb. bags of sugar, one-half to 5 drams each; eight bags said to contain 3½ lbs. of flour, 1 to 2 drams each; thirty-two 1-lb. bags of dried peas, 3 to 5 drams each, the latter shortage being partly accounted for by a soda tablet in each bag. It was pointed out for the defence that a ton of sugar was sold each week in 1-lb. and 2-lb. bags, so that the scale would tend to become sluggish, and that in the rush of weighing sugar for the Christmas trade, after shop hours, some sugar must have been spilt in the pan and not wiped out. The defendant had six assistants, so that complete supervision was impossible, and a dram of sugar was so small that it could easily adhere to a scoop, and therefore produce the shortage. If there had been a deliberate attempt to give short weight, the net gain could only have been 8 lbs. of sugar of the value of 2s., and it was submitted that all due diligence had been exercised by the defendant, so as to exonerate him under s. 12, *supra*. Mr. R. A. J. Walling (chairman) stated that the prosecution was properly brought, but as there was no question of moral culpability the summons would be dismissed on payment of costs.

Correspondence.

Canvassing for Clients.

Sir,—If a solicitor wrote a letter to a stranger in the following terms, what attitude would the Law Society take up?

"Dear Sir,

"We are sorry to hear that you have had an accident, and, of course, to enable you to recover damages, it will be necessary for you to consult a solicitor. We enclose a circular herewith showing that we undertake the work on very reduced terms, but if you desire to consult your own solicitor, there is no objection.

"Yours faithfully,

"Tout & Co."

The above follows the wording of a letter issued by a highly reputable firm of solicitors acting for a building society, except that their letter relates to the purchase of a house.

Whatever steps the Law Society would take in a case of this kind, it is certainly the general view of the profession that very strong action is necessary.

Why are these flagrant examples of canvassing for business at reduced fees tolerated? Is it not sufficient that the building societies themselves advertise extensively for the benefit of their solicitors? There can be no question of public policy involved. It is not public policy for purchasers to have the benefit of their work being done for fees less than Parliament has thought fit to ordain; it is certainly not desirable that our profession should acquiesce.

The profession, generally, grumbles and comments, but does nothing, and the Council who are elected to represent our

interests take no action. They even leave to insurance companies the duty of trying to stop the evils arising out of speculative actions.

London, W.C.2. H. B.
10th January.

Jurisdiction to order New Trial.

Sir,—Your "County Court Letter" in last Saturday's issue of THE SOLICITORS' JOURNAL (73 SOL. J., p. 8), raises an interesting question as to whether a plaintiff is entitled to require a defendant to disclose the nature of his defence in an action for damages for negligence, in view of the fact that normally there would be no right of appeal, the question being purely one of fact.

Nuneaton. P. DIXON.
8th January.

[Under the County Courts Act, 1888, s. 120, there is an appeal in an action of tort where the damage claimed exceeds £20, and in such a case the plaintiff is entitled, under Ord. X, r. 9A, to require particulars of defence. There is no restriction on this right so as to prevent it from being exercised in an action for negligence, even though there would be no appeal by reason of the question being purely one of fact. The only result, however, is to place the action on the same footing as a High Court case in the matter of pleadings, and no further meaning can be attached to the requirement to "state in writing the nature of his defence." The latter is not to be set out, for example, like answers to interrogatories, and the defendant cannot be made to disclose his evidence, any more than he can be made to do so in the High Court.—YOUR CONTRIBUTOR.]

A Conveyancer's Diary, p. 22.

Sir,—May I demur to the statement, made in "A Conveyancer's Diary" at the top of p. 22, *ante*, that a positive covenant binds only the covenantor in law, and that subsequent owners, whether with notice or not, will not be bound by it? The positive covenant to repair a fence binds successive owners in law. The matter will be found discussed, with relevant authorities, in "Everyday Points in Practice," p. 451.

A. F.

[We thank A.F for his criticism, but we do not agree with it. We hope, soon, to refer to his letter in "A Conveyancers' Diary."—ED. *Sol. J.*]

Agricultural Credits Act, 1928.

Sir,—We are obliged for your letter of the 12th instant and for the attention which you have given to this matter.

The writer, who is a regular subscriber to THE SOLICITORS' JOURNAL, perused the articles by Mr. W. H. Aggs when they appeared in your issues of the 13th and 20th October last and has subsequently referred to them on several occasions.

We are not presuming to set up our opinion on matters relative to agricultural holdings against that of such a recognised authority as Mr. Aggs. The articles referred to were apparently written with the object of clearly setting out the rights and liabilities of farmers under the Act. This they undoubtedly do, and in consequence they form useful and instructive reading.

The question which is troubling us, however, is not the question of what rights farmers have under the Act, but what the effect will be upon the farmers' ordinary credit if they take advantage of their rights, and this question, we think, is outside the scope of the articles referred to.

As we intimated in our last letter, we have reason to believe that in several cases the indirect result of the creation of an agricultural charge by a farmer will be that he will have a writ served upon him and if he is unable to pay the amount due upon the writ, the solicitors who have advised him to obtain the loan, and are indirectly responsible for his predicament, will be in an unhappy position.

We consequently feel that the only advice which we can at present safely give to farmers is that they should consider the creation of an agricultural charge as a last expedient only.

We naturally would like to have the views of other solicitors generally, and we think it would be a considerable advantage to solicitors generally if you would take up the matter.

Sandbach, STRINGER & HETHERINGTON.
14th January.

Middlesex and Yorkshire Deed Registries.

We are indebted to Mr. Samuel Freeman and to "A Yorkshire Solicitor" for their long and interesting letters on the above important subject, but in consequence of the heavy demand upon our space we regret we so far have been unable to publish them (together they would occupy 4½ columns). We intend, however, to deal with both a little later.—ED., *Sol. J.*

Legal Parables.

XXI.

The Episode of the Two Lawyer-Motorists.

MR. A, a young solicitor with a growing common law practice, having purchased a Harris-Cambridge motor car, joined the several motorists organisations, read their handbooks, and took an airing every week-end.

Mr. B, a hopeful young member of the bar, well-known in county courts, about the same time acquired a Little Chamberlain, and he, too, assimilated the contents of handbooks.

It chanced that one Saturday morning they met, and met with some force, at some cross-roads.

Mr. A immediately accused Mr. B of driving furiously, and of refusal to give way to main road traffic. Mr. B retorted that his, and not Mr. A's, was the main road. Moreover, said Mr. B, there was on Mr. A's part a clear disregard of the offside rule.

"Offside rule!" said Mr. A with a snort, "I thought all along you looked more like a professional footballer than a motorist. However, inasmuch as I have seen you commit the offence of furious driving to my danger, I now arrest you under the powers conferred by s. 78 of the Highways Act, 1835."

"Oh, do you?" replied Mr. B. "Well, I daresay I know as much about the law as you. It is I who am about to arrest you, so you may as well come quietly."

Each thereupon attempted to take the other into custody. By this time a small crowd had gathered; and a policeman, finding them both too excited to listen to his exhortation to go away, informed them that they must both come along with him.

Arrived at the police station, they were both charged with disorderly conduct, obstructing the highway, and resisting the police. Next day a very unsympathetic magistrate fined them both and called them a pair of stupid, obstinate, consequential young men. And, of course, it was all in the papers.

Each is now contemplating an action against the other for assault and sundry tortious acts.

(But they both drive much more carefully at cross-roads now.)

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. The Editor accepts no responsibility for the replies given.

Right of Drainage on Severance of Properties.

Q. 1536. In February, 1921, A.B. and C.D. purchased (separately) from the same owner adjoining properties which had previously formed part of the same property, the conveyance to A.B. being dated a few days previously to C.D.'s conveyance. There has for many years past been a w.c. on the property purchased by A.B., the drain from which connected with a drain on the property purchased by C.D., which discharged into the sewer in the adjoining street. C.D. has recently, without giving any reason, blocked up the drain from A.B.'s w.c., so that it is now impossible for him to use it. A.B.'s conveyance contains no grant of a right to use the drain on the property purchased by C.D.; and it is probable that C.D.'s conveyance contains no reservation of such a right. A.B. claims that upon the severance of the original property there was an implied grant to him of an easement (as an easement of necessity, or a continuous easement) to use the drain on the property then retained but subsequently sold to C.D.—and that on the sale to C.D. there was an implied reservation of such a right in favour of A.B. Kindly advise whether A.B.'s claim to the easement is correct, and quote authorities.

A. A.B. is entitled to the right of drainage, but not as an easement of necessity, as there is nothing to prevent him from altering his drain so as to discharge directly into the sewer. There is, however, on a severance of a property into two parts, an implied grant of quasi-easements which are continuous and apparent. The latter word includes not only those which are obvious, but also such as may be ascertained on inspection by a person ordinarily conversant with the subject. In *Browne* v. *Flower*, 55 S.J. 108, Mr. Justice Parker (as he then was) stated that when an owner grants or demises part of his land, retaining the remainder, there is impliedly conferred on the grantee or lessee, as appurtenant to the land granted or demised, easements over the land retained—corresponding to the continuous or apparent quasi-easements enjoyed at the time of the grant or demise by the property sold over the property retained. A.B. is therefore entitled to the benefit of the maxim that no one can be allowed to derogate from his own grant, of which the vendor would have been guilty by purporting to grant to C.D. the right to stop up A.B.'s drain, but the claim can be made against C.D. direct, without making the vendor a party. The above case states the modern rule, but the doctrine was first enunciated in *Nicholas* v. *Chamberlain*, 1607, Cro. Jac. 121.

Recovery of Loan after Illicit Cohabitation.

Q. 1537. Twenty years ago A's wife left him and with her children went abroad and has not been heard of since. In 1923 A came to an arrangement with a widow with two or three children, whereby the widow should go and look after A and live with him as man and wife. A, knowing he was then a married man, told the widow he could not marry her. As soon as the widow went to live with A, A decided to purchase the cottage he lived in, and the widow took out from the post office the sum of £40 and advanced that amount to A towards the purchase money for the cottage. The parties have lived together since February, 1923, until the present time, but differences have now arisen, and the widow has decided to leave A. Certain articles of furniture belong to the widow, and she claims to be entitled to take these away, and to this no objection will be raised. The widow, through her solicitors, also claims the repayment of the £40 advanced in 1923. The solicitors, in their letter, state "that this amount, having been advanced in consideration of the marriage of A to the widow and which consideration has entirely failed," the widow is entitled to claim repayment. There never was a marriage of the parties, and for the last five and a half years A has provided the widow with board, lodging, clothes, pocket-money, etc., and also had her children to his house when they needed a holiday. In the circumstances, can the widow claim repayment from A of the £40 advanced to him?

A. The time which has elapsed since the money was advanced is inconsistent with the claim of the widow's solicitors that the consideration was the marriage of A to the widow. No time was fixed for the marriage, which should, therefore, have taken place within a reasonable time, e.g., twelve months at the outside from the date of the loan. The above consideration, therefore, must have failed in 1924, but the fact that the claim is now made for the first time, is evidence that the consideration never existed as alleged. No interest has apparently been charged, and it was not a loan in the ordinary sense, so that the consideration must have been as stated by A—viz., the agreement for future cohabitation. This is void as an immoral contract under the decision in *Ayerst* v. *Jenkins*, L.R. 16 Eq. 275, and the £40 is irrecoverable.

The Ground Game Act and Spring Traps.

Q. 1538. What is the effect of the words "or otherwise" in s. 6 of the Ground Game Act, 1880? Is it to extend the prohibition of setting spring traps elsewhere than in rabbit holes, etc., to owners and tenants (when the sporting rights are not reserved), and if to these does it extend to trespassers also? Or are the words to be construed *ejusdem generis* with "under this Act," and if so, what is the effect?

A. The effect is to extend the prohibition against setting spring traps to persons having a right of killing ground game under written authority from the occupier, as stated by Mr. Justice Bray in *May* v. *Waters*, 1910, 1 K.B., at p. 438. Without the words "or otherwise" it might have been argued (though probably unsuccessfully) that the Act was intended to regulate the rights and duties of tenants and was not applicable to persons in other categories. In answer to the second question, it was held in *Smith* v. *Hunt*, 50 J.P. 279, that the scope of the Act was limited by the preamble, the object being to check the landlord's power to overrun the land with ground game and so apoil the tenant's crops. The court, therefore, held that the Act did not apply to owner occupiers, and that, in spite of the words "or otherwise," an owner could not be prosecuted for setting spring traps in other places than rabbit holes on land occupied by him. On the other hand, the prohibition does extend to tenants (when the sporting rights are not reserved), as it was held in *Saunders* v. *Pitfield*, 58 L.T. 108, that a tenant may be fined 40s. for setting spring traps except in rabbit holes. The Divisional Court refused to accept the argument that, as the Act did not apply to owner occupiers, it ought not to apply to tenants when the game was not reserved, and the Court of Appeal have never been called upon to decide between this case and *Smith* v. *Hunt*, *supra*. Trespassers are outside the scope of the Act, but they may be adequately dealt with under other statutes. In answer to the third question, the words are not *ejusdem generis* with "under this Act", as it was held in *Anderson* v. *Vicary*, 1930, 2 Q.B. 287, that an occupying owner who lets the shooting is in the same position as a tenant. A further effect, therefore, is that the words "or otherwise" extend the

prohibition to persons having the right of killing ground game under case law, and the majority of the Court of Appeal stated that their decision in the last-named case did not conflict with *Smith* v. *Hunt*, *supra*, which they expressed affirmed.

Middlesex Registry—Legal Estate—Vendor suppressing and retaining unregistered and discharged Legal Charge.

Q. 1539. We should esteem it a favour if you would kindly let us have your opinion as to whether a "charge by way of legal mortgage" made in 1926, duly discharged a few days ago by a statutory receipt should be placed with the deeds of the property. The document dealt with unregistered freehold land in Middlesex, but was not registered anywhere. We are acting for both vendor and purchaser on a present sale of the property. The vendor-mortgagor has asked to keep the document if it need not be placed with the deeds of the property. It does not relate to other property. If the document had been simply an equitable charge under the old law, discharged by a simple receipt, we should not place it with the deeds.

A. For the purposes of this reply it is assumed that the land, though in Middlesex, is not within the area of compulsory registration under the L.R.A., 1925. As the legal charge was not registered in the Middlesex Registry, it was void as against a subsequent purchaser Middlesex Registry Act, 1708, ss. 1 and 8, without notice. *Le Neve* v. *Le Neve*, 1747, Amb. 436. We express the opinion that, as our subscribers are now acting for both parties, and as the legal estate was affected (though not as against a purchaser without notice) the document cannot properly be suppressed and retained, and should be handed over, the position not being comparable to the suppression and retention of a mere equitable charge.

Death Abroad Post-1925 of Person Domiciled abroad—Intestacy—Administration—Distribution of Assets.

Q. 1540. A.B. died in the year 1926, in Trinidad, leaving her husband, C.D. (domiciled in Trinidad) and three sons (one still a minor). C.D. took out letters of administration to wife's estate in Trinidad, subsequently came to England, and died here in 1927, having by his will appointed E.F. and an English bank executors thereof. E.F. has proved the will, power being reserved to the bank to come in and prove. It has now been discovered that A.B. died possessed of estate in England, the gross value whereof (including real estate) does not exceed £1,000.

(1) Who is entitled to apply for letters of administration to the estate of A.B. in England?

(2) Is the husband's personal representative as such entitled to the whole of A.B.'s estate in England?

(3) Will one or two administrators be necessary?

(4) What form should the oath for administrator take?

A. (1) The grant will be made to the person now entitled thereto, according to the English law.

(2) Yes (A. of E. Act, 1925, s. 46 (i) (ii); the foreign property will not, we think, be taken into consideration.

(3) One only, as no minor is a beneficiary (*vide* No. 2, *supra*).

(4) The ordinary forms will be used, and it will not be necessary to produce evidence of the Trinidad grant.

On points (1) and (4) see "The Practitioner's Probate Manual," 14th ed., p. 157.

Landlord's Rights on Disclaimer of Lease in Bankruptcy.

Q. 1541. A lease was entered into by a tenant with landlords who are clients of mine. The lease was for a period of five years, of which there is still three and a half years to run. The tenant entered into a deed of arrangement for the benefit of creditors and has not as yet, through the trustee, disclaimed the unexpired portion of the lease. The deed of arrangement was executed less than one year ago. The tenant has removed his goods and chattels from the premises and is now not trading there.

(1) Can the trustee, under the deed of arrangement, disclaim the lease without an order of the court? What notice, if any, should be given by the trustee to the landlords?

(2) What notice, if any, should be given by the landlords to the trustee?

(3) What are the rights of the landlords against the trustee; can he compel the trustee to retain the tenancy for the unexpired portion of the lease?

(4) In the event of the trustee disclaiming, will you please let me have the necessary points in practice which have to be observed by the landlords in the event of their wishing to dispute the disclaimer?

A. (1) The trustee can disclaim the lease without an order of the court if the case comes within the Bankruptcy Rule 276. This is too lengthy to be stated in full, but the short effect is that no leave is necessary (i) if the bankrupt has not sub-let or mortgaged and (*a*) the rent is less than £20 a year, (*b*) the estate does not exceed £300, (*c*) the trustee serves notice of disclaimer and the lessor does not within seven days bring the matter before the court; (ii) if the bankrupt has sub-let or mortgaged and the lessor or mortgagee does not within fourteen days of the trustee's notice bring the matter before the court. The trustee must give notice in writing within twelve months of his appointment.

(2) The landlords are entitled under the Bankruptcy Act, 1914, s. 54 (4), at any time within twelve months to give the trustee notice in writing to come to a decision, and if he does not disclaim within twenty-eight days he loses his right to do so.

(3) The rights of the landlords against the trustee are to recover the rent from him on the expiration of the period for disclaimer, but the trustee can avoid future personal liability without disclaiming by assigning to a pauper, as in *Hopkinson* v. *Lovering*, 11 Q.B.D. 92, and cannot be compelled to retain the tenancy for the unexpired portion of the lease.

(4) There is no point in disputing the disclaimer if, as stated, the tenant has removed and is not now trading, as it would be better to re-let the premises. Any existing claim may be brought before the court by the landlords on notice of motion under the above Act, s. 54 (5), and any damages awarded may be proved by the landlords as a debt in the bankruptcy. The notice of motion should be served on the trustee and any sub-lessee or mortgagee, and as against the latter the landlords may apply for a vesting order under s. 54 (6).

Reviews.

Lewin's Practical Treatise on the Law of Trusts. 13th Edition. By Walter Banks. London: Sweet & Maxwell, Ltd. 1928. pp. ccviii & 1481. £3 5s. net.

The task of editing, in the post-1925 period, a revered standard text-book on the law of trusts is inevitably one of great difficulty. Due regard must be paid to the carefully weighed authoritative words of the original author; otherwise such weight and authority may be diminished. On the other hand, the pre-1926 frame of the work may prove to be somewhat inconvenient for the purposes of post-1925 conveyancing practice, and, in particular, many pre-1926 rules and historical explanations have, owing to the 1922-1926 legislation, become mere obsoletisms. Many editors seem to have been misled by their reverence for the old to pay insufficient attention to the convenience of the practitioner. If the choice has to be made between paying respect to the dead past and rendering a service to busy practitioners, editors must surely choose as their guide the latter alternative.

Mr. Banks, in preparing the thirteenth edition of "Lewin," seems to have steered a difficult course with a great measure of success. He has re-cast the whole frame-work of the text-book. Further, a large amount of obsolete matter has

been omitted from the new edition, but more new matter has been incorporated. Attention may be drawn in particular to the new Part IV, dealing with trusts and settlements of land; and to the new sections on "The Duties of a New Trustee on Acceptance of a Trust"; "The Application of Hotchpot Provisions"; "Covenants to Settle After-acquired Property"; "Changes made in Mortgages by the Property Acts of 1925"; "The Deeds of Arrangements Act, 1914"; "Trust Corporations"; "The Enforcement of Equitable Interests"; "Infants' Interests in Land after 1925"; and "Infant Beneficiaries after 1925."

There are comparatively few slips or omissions to be noted. Those to which reference might be made are of a minor character; e.g., to mention only one, on p. 1107 attention might have been drawn to s. 68 of the Settled Land Act, 1925 (empowering a tenant for life to effect dealings as respects the settled land, notwithstanding that he may be a trustee thereof) or a reference made to p. 1187 where the subject is dealt with.

The authorities in the text are brought down to July, 1927, and references to cases reported while the book was in the press are contained in Addenda, on pp. cci to cciv.

Books Received.

The Journal of the Auctioneers' and Estate Agents' Institute of the United Kingdom. Vol. 8. Index, etc. December, 1928. Vol. 9. Part I. January, 1929. Issued only to members.

Economica. A Journal of the Social Sciences. No. 24. December, 1928. The London School of Economics, Houghton-street, Aldwych, London. 2s. 6d. (post free).

Prohibition, Legal and Illegal. Howard Lee McBain Ruggles, Professor of Constitutional Law in Columbia University. Crown 8vo. pp. ix and 171 (with Index). 1928. New York: The Macmillan Company. 8s. 6d. net.

Catalogue of Law Forms. 1929. The Solicitors' Law Stationery Society, Ltd., 31, Breams-buildings, E.C.4.

The American Law Institute. Official Draft of the Restatement of the Law of Contracts. Chapters 1-7. Sections 1-177. Medium 8vo. pp. 304 (with Index). September, 1928. The Executive Office, The American Law Institute, 3400, Chestnut-street, Philadelphia, Pa. $2.50.

Wage Arbitration. Selected Cases, 1920-1924. George Soull. Crown 8vo. pp. xii and 298. 1928. New York: The Macmillan Company. 7s. 6d. net.

The Minnesota Law Review. Journal of The State Bar Association. Vol. 13. No. 1. December, 1928. 60 cents.

The Canadian Bar Review. Vol. VI. No. 9. November, 1928. The Carswell Company, Ltd., Toronto. 75c.

The North Carolina Law Review. Vol. VII. No. 1. December, 1928. University of North Carolina Press, for the School of Law. 80c.

The Panel. "*A Publication devoted to the Exchange of Views in the effort to Prevent Crime and secure the True Administration of Justice.*" Published monthly. Vol. 6. No. 9. December, 1928. The Association of Grand Jurors, New York County.

Statement of Persons in Receipt of Poor Law Relief in England and Wales in the Quarter ending September, 1928. H.M. Stationery Office. 4d. net.

Isalpa. The Monthly Journal of the Incorporated Society of Auctioneers, etc. Vol. III. No. 25. January, 1929.

The Quarterly Review of The Licences & General Insurance Co., Ltd. Vol. 2. No. 12. Christmas, 1928.

Civil Judicial Statistics relating to the Judicial Committee of the Privy Council, the House of Lords, the Supreme Court of Judicature, County Courts and other Special Courts for 1927. Cmd. 3174. 1928. H.M. Stationery Office. 1s. net. H.

Notes of Cases.

Court of Appeal.

Hicks *v.* Snook.

Scrutton, Greer and Sankey, L.JJ. 19th November, 1928.

Rent Restrictions Acts—Lease of Business Premises—Premises used as Dwelling—Application of Acts.

Appeal from a decision of the Divisional Court (26th July, 1928) dismissing an order of His Honour Judge Thomas, at Cardiff County Court (16th April, 1928).

The plaintiff had, since 1903, been the tenant of premises described as "the shop No. 59, Albany-road, Cardiff," at a yearly rental of £65 and had at all material times dwelt therein. The original tenancy was created by a letter from the plaintiff accepting the respondent's verbal offer to let a shop. In 1920 the appellant entered into a fresh agreement with the respondent for a lease for seven years from 1918, at the same rental. This agreement was by deed and in it the premises were described as a "shop and messuage." There was no covenant restricting user. In September, 1925, the rent was increased to £150 per annum, and in September, 1927, notice was given to increase the rent to £200 per annum. The appellant claimed to be entitled to be considered a statutory tenant under the Rent and Mortgage Interest Restrictions Acts, 1920 and 1923, and to be entitled to a refund of any excess of rent which he had paid. The county court judge held that the premises having been let to the appellant at all material times as business premises, they were outside the protection of the Acts. The Divisional Court (Shearman and Swift, JJ.) held the decision of the county court judge to be one of fact, and dismissed the appeal.

The Court of Appeal (Scrutton, Greer and Sankey, L.JJ.) allowed the appeal.

Scrutton, L.J., said that this was not a question of fact, but of law. The case was covered by the *Epsom Grand Stand Case,* 1919, T.L.R. 525. The decision in that case was affirmed in statutory form by s. 12 (2) of the Rent Restriction Act, 1920. There was no necessity to go through the innumerable cases in which subordinate courts had put embroideries on the *Epsom Grand Stand Case,* because that case appeared to have been adopted by Parliament when it passed the Act of 1920. Cases had been discussed in court of large warehouses with one room at the top occupied by a caretaker. It was not necessary to go into that question, but it was pretty obvious that the tenant in the *Epsom Grand Stand Case* was a service tenant in the sense that he was there because of his employment as manager and, therefore, anybody who might be trying, in those supposititious cases, to keep possession of the warehouse, because of the one room occupied by the caretaker, might meet with considerable difficulties. For these reasons, namely, that it was not a question of fact, but that on the admitted facts there was only one conclusion in law which one can come to, the appeal should be allowed.

Greer and Sankey, L.JJ., delivered judgments to the same effect. Appeal allowed.

Counsel: *H. Du Parcq,* K.C., and *Gilbert Stone,* for the appellant; *Sir R. Mitchell Banks,* K.C., and *W. T. Langman,* for the respondent.

Solicitors: *Merrimans,* for *D. J. Davies & Son,* Cardiff; *Gibbs, White & King,* for *W. H. Pethybridge,* Cardiff.

[Reported by C. C. Ross, Esq., Barrister-at-Law.]

Mr. F. E. Warbreck-Howell, Solicitor, formerly Town Clerk of Wolverhampton, and recently appointed Town Clerk of Manchester, has been presented by the Wolverhampton Town Council with an appreciative resolution engrossed on vellum and enclosed in a silver casket. He was also presented with a sideboard and chairs, the gift of the townspeople and the members of the council.

Probate, Divorce and Admiralty Division.

Vigon *v.* Vigon and Kuttner.

Bateson, J. 21st December, 1928.

DIVORCE—PRAYER FOR CUSTODY IN PETITION—GUARDIANSHIP OF INFANTS ACTS, 1886 AND 1925—EXISTING ORDER FOR CUSTODY OF COURT OF SUMMARY JURISDICTION IN FAVOUR OF GUILTY RESPONDENT—POWER OF DIVORCE COURT TO OVERRIDE PREVIOUS ORDER.

This was a husband petitioner's application upon a petition for dissolution of marriage for an order for the custody of the child of the marriage, a boy, born on the 1st April, 1926. At the hearing of the petition Bateson, J., pronounced a decree *nisi* against the wife respondent. Counsel for the respondent wife opposed a grant of custody to the husband on the ground that the wife had obtained an order for custody before one of the Metropolitan magistrates under the Guardianship of Infants Act, 1925. This fact, he submitted, ousted the jurisdiction of the Divorce Court. The matter was then adjourned for further argument. Counsel for the petitioner submitted that the court was competent to override the magistrate's order. In tracing the history of the jurisdiction, he said he relied on ss. 6 and 13 of the Guardianship of Infants Act, 1886, which were left standing by the 1925 Act. Section 6 gave power to remove any guardian appointed by virtue of the Act, the administration of the Act then being entrusted to the High Court and county court alone. The words of s. 13, "Nothing in this Act contained shall restrict or affect the jurisdiction of the High Court of Justice in England . . . to appoint or remove guardians . . ." concluded the matter. Section 3 (4) of the 1925 Act was also in point providing for variation and discharge by subsequent order. The only case he had been able to discover upon the new law was *Thain* v. *Taylor*, 1926, Ch. 676, in the Court of Appeal, which stated that the 1925 Act had introduced no new principle of law. As to the old law, during the forty years' operation of the 1886 Act there was no case reported, so far as he knew, in which a judge of the High Court had held his hand from overriding an order made under the Guardianship of Infants Act [presumably by a county court], nor one in which it had ever been suggested to him that he should do so. There was an old case of *Manders* v. *Manders*, 63 L.T. 627, which might be of assistance to the court. Counsel also referred to Eversley's "Law of Domestic Relations," 2nd ed., p. 515. Counsel for the respondent submitted that the magistrate's order must stand. There was no power in the court to deal with it, unless a power to rescind, and certain regulations as to appeal had to be observed. If the petitioner acted upon any contrary order obtained in court that day he would risk making himself liable to penalties under s. 7 (5) of the Guardianship of Infants Act, 1925. As to ss. 6 and 13 of the 1886 Act, which dealt with power to remove guardians, that had not been asked for in the petition and he should resist any amendment as being unfair to the respondent. It was doubtful whether the word "guardian" in ss. 2 and 3 of the 1886 Act referred to the mother or father. Section 5 provided that the mother could apply for the "custody." The whole tenor of the Act disclosed a distinction between custody and guardianship. Sections 6 and 13 did not refer to custody of the mother; they applied to guardians alone. Section 7 (1) of the 1925 Act gave jurisdiction to a court of summary jurisdiction and the same court that made the order must vary it. He referred to *Barraclough* v. *Brown*, 1897, A.C. 615. Counsel for the petitioner, in reply, said that it had never been suggested before that an order of the Divorce Court was not paramount. Over and over again orders for custody had been made depriving of custody respondents who had been successful in previous proceedings under the Summary Jurisdiction (Married Women) Acts even where such success had continued on appeal to the Divorce Division. There was no question but that an order for custody under s. 193 of the Judicature (Consolidation) Act, 1925, would override the other order.

BATESON, J., said that he could vary the order under s. 5 of the 1886 Act, but he did not desire to do so until the magistrate had had an opportunity of varying his own order. It would only be common courtesy to do this. The order for custody would not be drawn up for a month, during which time the fact that he (his lordship) had found the wife guilty of adultery would be brought to the knowledge of the magistrate. The child was to remain with the respondent until the order took effect, unless within the month the magistrate otherwise ordered. The wife would have her costs up to the amount of the security.

COUNSEL: *H. Durley Grazebrook* for the petitioner; *Sidebottom* for the respondent.

SOLICITORS: *Romain & Romain; H. E. Greville.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Societies.

The Law Society.

A Special General Meeting of the members of the Society will be held in the hall on Friday, the 25th January, at 2 o'clock.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held at The Law Society's Hall, Chancery-lane, London, on the 9th inst., Mr. W. F. Cunliffe in the chair, the other directors present being Messrs. E. R. Cook, E. F. Dent, A. G. Gibson, C. J. Humbert, C. G. May, H. A. H. Newington, H. W. Michelmore (Exeter), P. J. Skelton (Manchester), A. B. Urmston (Maidstone), and H. White (Winchester). £1,012 was distributed in grants of relief, forty-two new members were admitted, and other general business transacted.

Legal Notes and News.

Honours and Appointments.

Mr. H. BANKES ASHTON, Solicitor (Bankes Ashton & Co., Bury St. Edmunds), has been appointed Registrar of the Thetford (Norfolk) County Court. Mr. Ashton, who is also Clerk of the Peace for the Borough, Registrar of the Bury St. Edmunds' County Court and District High Court Registrar, was admitted in 1883.

Mr. THOS. TOLMÉ BLYTH, M.A. (Oxon), Solicitor (Blyth, Dutton, Hartley & Blyth, 112 Gresham House, Old Broad-street), has been appointed a Commissioner for Oaths for New South Wales and Western Australia. Mr. Blyth, who is also a Commissioner for New Zealand, was admitted in 1906.

Mr. R. R. H. MEGGESON, Solicitor, Town Clerk, Barrow-in-Furness (and formerly Deputy Town Clerk of Portsmouth), has been appointed Town Clerk of Southampton in succession to Sir Richard Linthorne who has retired.

Mr. R. CYRIL RAY, B.A. (Cantab.), Solicitor, Deputy Town Clerk of Shoreditch, has been appointed Town Clerk (on probation) for a period of twelve months from the 31st March next—the date upon which the retirement of the present Town Clerk, Mr. J. A. D. Milne, takes effect. Mr. Ray was admitted in 1908. After holding the appointment of Assistant Solicitor to the Chester City Council for a period Mr. Ray accepted a similar position under the Shoreditch Borough Council in 1909, and two years later was appointed Solicitor. In 1922 he was given the additional appointment of Deputy Town Clerk.

The following six candidates for the appointment of Clerk of the Peace of the County Council of Glamorgan have been selected for interview by the Glamorganshire Joint Standing Committee, viz.:—

(I) Mr. HENRY O. BROWN, LL.B., Solicitor, Deputy Clerk to the Norfolk County Council;

(II) Mr. COLIN CAMPBELL, Solicitor, Town Clerk, Burnley;

(III) Mr. W. GOUGH JENKINS, Solicitor, Chief Clerk to the Glamorganshire County Council;

(IV) Mr. ALBERT JOLLY, Solicitor, Clerk to the Breconshire County Council;

(V) Mr. D. J. JONES, Solicitor, Clerk to the Rhondda Urban District Council;

(VI) Mr. HENRY D. ROWLAND, Solicitor, Acting Secretary to the Glamorgan Education Authority.

Professional Announcements.

(2s. per line.)

Mr. A. M. TURNBULL, the senior partner of the firm of Dickinson, Miller & Turnbull, of Newcastle-upon-Tyne, has retired as from 31st December, 1928, from which date the practice will be continued by the remaining partners, R. J. Dickinson, H. G. C. McCreath and A. E. Miller, under the same style as heretofore.

BAR COUNCIL ELECTION, 1929.

The Annual Election of Members to fill the vacancies upon the Council will be held in the week ending the 16th of February, 1929.

Twenty-four Candidates have to be elected, of whom at least two must be of the Inner Bar, ten at least must be of the Outer Bar, and three at least must be of less than ten years' standing at the Bar.

Candidates for election must be proposed in writing, and the Proposal Form, signed by at least ten Barristers, must be sent to the Secretary at the Offices of the Council, 5, Stone-buildings, Lincoln's Inn, on or before Friday, the 25th of January, 1929.

Proposal Forms may be obtained from the Secretary.

Every Barrister is entitled to vote at the Election. Voting Papers with instructions to Voters will be sent on or about the 7th February to every Barrister whose address is given in the Law List.

A Barrister who has not an address in the Law List may obtain a Voting Paper upon his personal or written application.

5, Stone-buildings,
Lincoln's Inn.
January 11th, 1929.

BAR EXAMINATION.

Amongst 106 students of the Inns of Court who passed the final Bar examination in the Hilary term were four women, one of whom was the Hon. Sylvia Fletcher-Moulton, only daughter of the late Lord Moulton. There were also thirteen other successful women in the various separate examinations exclusive of the final.

The entries for all the examinations totalled 895, and the passes 567. In Constitutional Law and Legal History there were no fewer than 213 entrants, and amongst the 129 who passed was Lord Swinfen, son of the late Lord Swinfen, Master of the Rolls. No student succeeded in taking first-class honours in Constitutional Law, Criminal Law, or Hindu and Mohammedan Law.

A studentship of £100, tenable for three years, was awarded to George Norman Black, and the Barstow Scholarship to Raphael Powell, both being Middle Temple students.

HILARY LAW SITTINGS.

The total number of appeals and causes set down in the list for the Hilary law sittings is 1,755, against 2,104 at the corresponding sittings of last year.

The first appeal court will consist of the Master of the Rolls, Lord Justice Lawrence and Lord Justice Greer, and the second of Lords Justices Scrutton, Sankey and Russell.

There will be a Court of Criminal Appeal composed of the Lord Chief Justice, Mr. Justice Avory and Mr. Justice Shearman, to deal with a number of applications and five final appeals.

THE LATE SIR EDWARD MARSHALL-HALL.

On taking his seat for the first time as Recorder of Guildford, on Saturday last, says the *Daily Telegraph*, Mr. John Flowers paid a tribute to the late Sir Edward Marshall-Hall, and referred to a chance meeting with him as one of the luckiest meetings of his life.

"Early in 1919," said Mr. Flowers, "when I got back to the Temple and my chambers had been broken up, when work had gone, and I wondered what to do, I saw one morning the enormous figure of a man coming down Temple-lane. He said, 'Well, John, how are things going?' That was Sir Edward. I told him 'Pretty badly,' and he said, 'Why don't you come into chambers with me?' Of course, I jumped at the idea, went into his chambers and stayed there until he died, and I am still in those same chambers. I am perfectly certain that that meeting with Sir Edward was one of the luckiest I ever had. He was a man of tremendous charm and magnetism, and had one of the kindest hearts in the world."

Rules and Orders.

(*Continued from p.* 29.)

First Column. Item.	Second Column. Fee.	Third Column. Character of Stamp.
Copies—cont.	£ s. d.	
For every additional folio .. .. and in addition, if there is any pencil writing copied or any part thereof is *facsimile*.	0 0 3	Adhesive.
If 2 folios or under	0 0 6	Adhesive.
For every additional folio or part of a folio	0 0 3	Adhesive.
36. For impressing the seal of the Court on a copy	0 5 0	Adhesive.
37. For copies of plans, drawings, armorial bearings, &c.	Such fee as shall be determined by the Registrar in each case.	Adhesive.
38. For an exemplification, in addition to the fees for engrossing and collating	1 1 0	Impressed.
39. For engrossing and collating wills, &c.:—		
If 3 folios or under	0 4 6	Adhesive.
For every additional folio	0 1 6	Adhesive.
40. For examining and sending by post a plain copy of a Will	0 0 6	Adhesive (in Correspondence Department, Impressed.)
Commissioners' Fees.		
41.—(i) On administering an oath, for each deponent	0 2 0	Adhesive.
(ii) For marking each exhibit	0 1 1	Adhesive.
Note.—This fee is not payable where Fee No. 4 in Schedule II is payable.		
42. For superintending and attesting execution of a bond: by each obligor	0 2 0	Adhesive.
Note.—This fee is not payable where Fee No. 5 in Schedule II is payable.		
Miscellaneous.		
43. For attendance with books or documents in any Court of Law, or elsewhere: for each day or part of a day (in addition to necessary expenses)	2 0 0	Impressed.
44. For producing, in the Registry, a Will to be photographed	1 1 0	Impressed.
45. For notification by the Principal Registry to a charitable institution of a bequest in its favour, and forwarding extract	0 10 6	
46. For taxing a bill of costs in the Principal Registry, inclusive of the Registrar's certificate	The same fees as are payable in an action.	Impressed.
47. For a summons, order on summons, motion and order on motion	The same fees as are payable in an action.	Impressed.
48.—(i) For a Registrar's order	0 2 6	Adhesive.
(ii) For filing a document	0 2 6	Adhesive.
(iii) For a certificate or minute under the hand of a Registrar or Judge ..	0 2 6	Adhesive.
Note.—This fee is not payable where the order, the filing, or the certificate or minute, is included in a proceeding for which another fee is payable.		
49. For Registrar's Fiat on refusing Probate (inclusive fee)	0 7 6	Adhesive.
50. For perusing and settling oaths, affidavits or other documents:—		
For any one document settled	0 5 0	Adhesive.
For any number of additional documents in the same case, a further inclusive fee of	0 5 0	Adhesive.
Correspondence in District Registries.		
51. For receiving an application for a grant (including cases under section 33 of the Customs and Inland Revenue Act, 1881, and section 16 of the Finance Act, 1894), through the post in a District Registry or where the Inland Revenue Affidavit has not been controlled, and for correspondence with reference to the same;	Ten per cent. on the *ad valorem* fee applicable to the estate. Minimum fee, ... Maximum fee, ...	
Note.—District Probate Registrars will forward the Revenue Affidavit to the Estate Duty Office if desired.		
52. For correspondence on any other application in respect of which any fee in this Schedule (except Fees Nos. 29 to 40 for searches and copies) is payable	.. ..	

Schedule II.

FEES IN RESPECT OF PERSONAL APPLICATIONS.

First Column. Item.	Second Column. Fee.	Third Column. Character of Stamp.
1. On Probates or Letters of Administration with or without Will annexed; or Double or Cessate Probates; or Letters of Administration (with or without Will annexed) de bonis non or cessate, or on resealing a grant under the Colonial Probates Act, 1892:—	£ s. d.	
If the net personal estate is sworn to be— Under the value of— £		
5	0 10 0	
20	0 12 6	
100	2 0 0	
200	2 5 0	
300	2 10 0	
450	2 10 0	
600	2 15 0	
800	3 0 0	
1,000	3 10 0	Impressed.
1,500	4 0 0	
2,000	4 10 0	
Of the value of £2,000 or over	The same fee as would be payable for a grant of probate under Fee No. 1 in Schedule I.	
Note 1.—This fee is not payable where any of the following fees is payable:— (*a*) Fee No. 2 in Schedule I (relating to certain estates not exceeding £500); (*b*) Fee No. 3 in Schedule I (relating to certain estates of soldiers and sailors); and (*c*) Fee No. 2 in this Schedule (relating to certain estate not exceeding £100). *Note* 2.—There this fee is payable, it is payable in addition to Fee No. 1 in Schedule I; and also in addition to Fee No. 4 in Schedule I where that fee is payable.		
Small Intestate Estates.		
2. On Letters of Administration of the estate of an intestate granted to his widow and/or one or more of his children, or to one or more of the children of an intestate widow:—	£ s. d.	
If the gross personal estate is sworn— Not to exceed in value £20	0 5 0	
,, ,, ,, £30	0 6 0	
,, ,, ,, £40	0 7 0	
,, ,, ,, £50	0 8 0	
,, ,, ,, £60	0 9 0	Impressed.
,, ,, ,, £70	0 10 0	
,, ,, ,, £80	0 11 0	
,, ,, ,, £90	0 12 0	
,, ,, £100	0 13 0	
Note.—Where the application is made to a County Court under the Intestate Estates Acts 1873 and 1875, this fee is to be taken in the County Court in cash, a moiety being retained in the County Court and a moiety being remitted by the County Court Registrar to the Principal or District Probate Registrar in cash.		
Duplicate and Triplicate Grants.		
3. On every duplicate or triplicate grant of probate or letters of administration, with or without the Will annexed, or Probate of Codicil to Will already proved, or Letters of Administration (with same annexed):—		
If the net personal estate is sworn to be— Under the value of £450	0 15 0	Impressed.
Of the value of £450 or over	1 0 0	Impressed.
Oaths, &c., other than those to lead grant.		
4.—(i) On administering oaths, other than those included in the foregoing fees, each deponent	0 2 0	Impressed.
(ii) For marking each exhibit	0 1 4	Impressed.
Bonds.		
5. On giving additional security, for preparing and attesting a new bond and looking up former bond	1 0 0	Impressed.
6. On preparing any affidavit or document to lead a Registrar's Order	0 5 0	Impressed.

Schedule III.

The Order dated 8th August, 1873,(*a*) as to Fees to be taken in the Principal Registry and District Registries of the Court of Probate and by the Registrars of County Courts under the Act 36 & 37 Vict. c. 52.

(*a*) S.R. & O. Rev. 1904 III, County Court, E. p. 673.

The part of the Order dated 11th February, 1874,(*b*) as to Additional Fees to be paid on Personal Applications for Grants of Probate or Letters of Administration in the Principal and District Probate Registries.

The Order(*c*) as to Fees to be taken on and after the 2nd day of March, 1874, in the Principal Registry, and the District Registries of the Court of Probate in Non-Contentious Business.

The Order dated 20th July, 1875, (*d*) as to the application of the Rules and Orders of August 8, 1873, to grants under the Act 36 & 37 Vict. c. 52, as extended by the Act 38 & 39 Vict. c. 27.

The Order dated the 12th December, 1892,(*e*) as to the Fees to be taken in the Principal Probate Registry under the Colonial Probates Act, 1892.

The Supreme Court (Non-Contentious Probate) Fees Order, 1926.(*f*)

(*b*) S.R. & O. Rev. 1904 XII, Supreme Court, E. p. 936.
(*c*) Ibid. p. 937.
(*d*) S.R. & O. Rev. 1904 III, County Court, E. p. 674.
(*e*) S.R. & O. Rev. 1904 XII. Supreme Court, E. p. 972.
(*f*) S.R. & O. 1926 (No. 955) p. 1248.

ORDER XLI, Rule 33.

The Lord Chancellor approves the use, in and for the purposes of the District Registries of the High Court, of the following Note upon a writ specially endorsed under Order III, Rule 6, the use of which has been prescribed by the Masters in and for the purpose of the Central Office.

Note.—"If the defendant enters an appearance he must also deliver a defence within ten days after the last day of the time limited for his appearance, otherwise judgment may be entered against him without notice, unless he has in the meantime been served with a summons for judgment or for directions."

Hailsham, C.

Dated the 14th day of December, 1928.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y Jan. 21	Mr. More	Mr. Jolly	Mr. Bloxam	Mr. *More
Tuesday .. 22	Ritchie	Hicks Beach	More	Hicks Beach
Wednesday 23	Bloxam	Blaker	Hicks Beach	*Bloxam
Thursday . 24	Jolly	More	Bloxam	More
Friday 25	Hicks Beach	Ritchie	More	*Hicks Beach
Saturday .. 26	Blaker	Bloxam	Hicks Beach	Bloxam
	Mr. Justice Maugham.	Mr. Justice Astbury	Mr. Justice Tomlin.	Mr. Justice Clauson.
M'nd'y Jan. 21	Mr. Hicks Beach	Mr. Blaker	Mr. Jolly	Mr. Ritchie
Tuesday .. 22	*Bloxam	Jolly	*Ritchie	*Blaker
Wednesday. 23	*More	Ritchie	Blaker	*Jolly
Thursday . 24	*Hicks Beach	Blaker	*Jolly	*Ritchie
Friday 25	Bloxam	Jolly	Ritchie	*Blaker
Saturday .. 26	More	Ritchie	Blaker	Jolly

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

Continued from page 31.

Companies (Winding up).

Petition.

Weitzman Brothers ld (to sanction Scheme of Arrangement)

Motions.

John Dawson & Co (Newcastle-on-Tyne) ld (s.o. generally by consent)

S Jacobs & Co ld (ordered on March 15, 1921 to s.o. generally)

H C Motor Co ld (ordered on July 5, 1921 to s.o. generally)

R Maurice & Co ld (ordered on April 5, 1927 to s.o. generally)

F O B Syndicate ld

Adjourned Summonses.

Companies (Winding up).

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing—retained by Mr. Justice Astbury)

Fairbanks Gold Mining Co ld (ordered on July 26, 1921, to s.o. generally)

Blisland (Cornwall) China Clay Co ld (ordered on Dec 16, 1921 to s.o. generally)

Atkey (London) ld (ordered on Jan 22, 1924 to s.o. generally)

Direct Fish Supplies ld (ordered on Feb 3, 1925 to s.o. generally)

Technological Institute of Great Britain ld (with witnesses—ordered on Dec 3, 1928 to s.o. generally, liberty to restore)

National Charity Ballots ld pt hd

London Varnish & Enamel Co ld (with witnesses)

Cox & Clarke ld (with witnesses)

James Coxon & Co ld

Chancery Division.

French South African Development Co ld Partridge v French South African Development Co ld (ordered on April 2, 1914 to s.o. generally pending trial of action in King's Bench Division)

Economic Building Corpn ld (with witnesses) (ordered on July 3, 1923, to s.o. generally)

Economic Building Corpn ld (ordered on July 3, 1923 to s.o. generally)

Before Mr. Justice MAUGHAM.

Retained Witness Action.

Brooks v Associated Portland Cement Manufacturers ld

Retained Motion.

Rego Clothiers ld v Elsbury

Witness List. Part II.

Gowen v Crisp
Farnsworth v Farnsworth
Glover v Collden
Tolley v Hawkins
Attorney-General v Cambridge C C
Rothwell-Jackson v Nationa lProvincial Bank ld
George Edwardes (Daly's Theatre) ld v Mills & Dawe ld.
Stevens v Willing
Great Western Railway v Monmouthshire County Council
Stimson v Gray
Casbolt v Herbert
West End Pharmacy Co ld v Martin
Maclean v Workers' Union
Roberts v Roberts
Wheeler Osgood Co v Evans, Osgood & Co ld
Same v Same Re Trade Marks Acts, 1907 & 1919
Gregoriades v F L Smith ld
England v Mercer
Marconi's Wireless Telegraph Co ld v Economic Electric Lamp Co
Re Lydenburg Proprietary Mines ld Price v The Company
Checkley v Carson
Ford v Minter
Crowther & Osborne ld v Radions ld
Re Forder Thomson v Forder
Rogers v Ambridge
Mitchell v Meredith
Re Etic ld & re Companies (C) Act, 1908
Martin v Blair
Lektophone Corporation v Bullen
Collins v Associated Greyhound Racecourses ld
Morton v Woods
Blyth Shipbuilding & Dry Dock Co ld v Forster
Parsons & Co ld v Broome
Fleming v Barnett
Lamberton v Thorpe
Goodman v Holland
J C G Syndicate ld v National Bank ld
Egan v Attorney-General
Re Hovelt, dec De Vasconcellors v Thorp
Hewlett v Jones
Jones v Hewlett
J Payen ld v Williams
Re Barker Coulson v Barker
Mostyn v Darwyn & Mostyn Iron Co ld

GPOUP II.

Before Mr. Justice ASTBURY.

(Short Causes.)

Kleen-e-ze Brush Co ld v No-nox Brushes ld
Robinson v Robinson

Petitions.

Re Trans-European Co ld and reduced and Re Companies (C.) Act, 1908
Re The North of England Protecting & Indemnity Assoc and Re Companies (C.) Act 1908
Jones v Walker

(Adjourned Summonses.)

Re Martin Dowson v Martin
Re King's Theatre Sunderland Denman Picture Houses ld v Thompson Collins Enterprises ld
Re Radcliffe Radcliffe v The Royal Society for the Prevention of Cruelty of Animals
Re Mellor Porter v Hindsley
Re Yate Kite v Enticknap
Re Lever's Settlement Trusts Lowe v Johnson
Re Grisewood's Marriage Settlement Morgan v Clarke
Re Wilson Wilson v Lea Wilson
Re Beale Beale v Dyke
Re Stokes Lewis v Stokes
Re Simmons Hodge v Johns
Williams v Harte
Gilmour v Burnham
Re Minto Macdonald v National Provincial Bank ld
Re Darnell Baker v Taylor
Re John Dunstan v John
Re Cosgrave Cosgrave v Brown
Re Adamthwaite Fallon v Adamthwaite
Re Binns Public Trustee v Ingle
Re Parrott's Settlement Trusts The Farmers' Loan & Trust Co v Parrott
Re de Chopitea Clay v Chopitea
Re Dalton's Will Trusts Forster v Balcombe
Re Woodward Boyton v Woodward
Re Middleton & Young's Contract and Re Law of Property Act, 1925
Ward v Somerville
Re Gates Gates v Cabell
Re Hill and Re Settled Estates Act, 1877
Re Griffith Griffith v Griffith
Re Thorn Thorn v Moseley
Re Thompson Gurney v Rattray
The Coco Cola Co v Duckworth & Co

Before Mr. Justice TOMLIN.

(For Judgment.)

Lektophone Corporation v S G Brown ld

Retained Adjourned Summons.

Re Gordon Settlement Gordon v Gordon

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Samuel Parkes & Co ld v Cocker Bros ld
Official Receiver of W J Beavan (a Bankrupt) v Rose
Re Mann's Settlement Hardy v Scott (with witnesses)
Blue Halls ld v Vestaybur Supply Co ld
Re Barclay Gardner v Barclay (with witnesses)
Clark v Clark
Peachy v Young
Re Miller's Settlement Trusts Public Trustee v Miller (with witnesses)
Re Courage Invernairn v Miller (with witnesses)
W H Gaze & Sons ld v Mayor, &c. of Port Talbot
Novitzky v Klein
Rochford v Rochford
Jacobs v Rayon & General Development Corpn ld
Re Lynn's Settlement Lynn v Lynn
Spiers & Pond ld v Pearce

Before Mr. Justice CLAUSON.

Retained Adjourned Summons.

Re Scratton's Settled Estates and re Settled Land Act, 1925

Witness List. Part II.

Re Macdonald Moor v Lindsay (s.o. until after return of Commission)
Nottingham Corpn v Barton
Nicholson v Wigton U D C (not before Feb. 1)
Sheet Iron Workers & Light Platers Society v Boilermakers & Iron & Steel Ship Builders Society
Collins v Portland Cement & Limestone Products ld
Swallow v Sherwood Colliery ld
Ultramar Co ld v Minerals Separation ld
Samuel Heap & Son ld v Bradford Dyers' Association ld
White v Todd Oil Burners ld
Rondo Co ld v Gramophone Co ld
Re The Brownie Wireless Co ld and re Patents and Designs Acts, 1907 to 1928
Re Loewe Radio Co ld and re Patents and Designs Acts, 1907 to 1928
Evans, Osgood & Co ld v Izard
Beaufoy v Wright
Coles v Hirsch
Re Erika Morf's Patent and re Patents and Designs Acts, 1907 & 1919
Smith v Smith
Re Linn Linn v Linn
Winn v Pilkington
Dennis v Carrington & Co ld
Salvage v White
M Neuhafor & Levi ld v Hettlinger
Levin v Greenberg, Allen & Garber
Summers v Best
The Coca-cola Co v Duckworth & Co
Re Trade Marks Acts, 1905 to 1919 Re Coca Cola Company's Trade Mark
Bell v Knight
Perry v Perry
Berkeley v Palmer
Clark v Barnes
Re Rowlands Rowlands v Rowlands
Elliott v Sykes
Bussell v Craig
Att-Gen v Driscoll
Todd v Joce
Enticknap v Humbys ld

CHANCERY DIVISION.

(In Bankruptcy.)

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy, pending December 31st, 1928 :—

Re a Debtor (No. 14 of 1928) Expte The Petitioning Creditor v The Debtor appl from the County Court of Surrey (Wandsworth) (pt hd)
Re Brown Expte The Official Receiver & Trustee v Mrs. Brown appl from the County Court of Essex (Chelmsford)
Re a Debtor (No. 98 of 1928) Expte The Debtor v The Petitioning Creditor & The Official Receiver appl from the County Court of Lancashire (Manchester)

Motions in Bankruptcy for hearing before the Judge, pending December 31st, 1928 :—

Re Rott Expte R J Hayward, The Trustee v C Beninson
Re Whiting Expte The Official Receiver & Trustee v E Whiting
Rd Clifford Expte H Roberts, The Trustee v F M, E C C, & E H Clifford & ors
Re Cumming Expte A Neilson & W B Craig v J Adamson, The Trustee

KING'S BENCH DIVISION.

CROWN PAPER.

For Judgment.

Farey v Welch & anr

For Argument.

Threlkeld v Buckley & Co (Greenfield) ld
Dennis v Leonard
Hobbs v Ward
Forster v Shipley
Mumby v Volp
Arcos ld v Eltingon Schild & Co (special case)
Howgate v Ralph
The King v Thomas
The King v Williams
The King v Joseph
Kenchington v Ragan
Corporation of London v Jacobs
Singer v Evans
The King v Minister of Health
Patterson v Robinson & ors
The King v Mayor, &c of the Metropolitan Borough of Lewisham
Dorman Long & Co ld v Assessment Committee for Durham & Easington
Same v Assessment Committee for Hartlepool & Easington
Gotto v Totton
Bolckow Vaughan & Co ld v Assessment Committee for Hartlepool and Sedgefield
Same v Assessment Committee for No. 1 or S W Assessment Area for the County of Durham
Owen v Lewis

CIVIL PAPER.

For Judgment.

Fitch McGillivray & Co ld & ors v Leverett Kearton Garages ld (Westminster County Court)
Stanton v Crane Haughton & Crane (Mayors' & City of London Court)

For Hearing.

Craske v Scottish Legal Life Assce Soc ld
Webb v Tremellen (Mayor's & City of London Court)
South Westmorland R D C v Keith & ors
South Westmorland R D C v Keith & ors
Banque National Francais du Commerce Extereur v Fraser
Simons v Smith, Hughes & Co ld (Southwark County Court)
Kingsley v Adler (Whitechapel County Court)
De Zoysa & Co v W Hurlock Junr ld
Robson v Thoroughgood (Provincial) ld (Huddersfield County Court)
Kinsman v Guardian Assce Co ld
Neilson v Michael (Wandsworth County Court)
Wilkinson v Tortonese & anr (Wandsworth County Court)
W H Cron & Son v Safier
Dobbin v Ogden & anr (Manchester County Court)
Conway (suing as a firm) v Cohen (Westminster County Court)

Fry v Freake (Brentford County Court)
Bowes & anr v Allen (West London County Court)
Syms v Dean (Guildford County Court)
Simons v Smith Hughes & Co ld (Southwark County Court)
Thurgood v Fa rlight (West London County Court)
Syms v Dean (Guildford County Court)
Rosen v Goss (Liverpool County Court)
McNeill v New Zealand Shipping Co ld (Bow County Court)
Hebden v Ireland (Skipton County Court)
Staniland v Solihull R D C (Birmingham County Court)
McGregor v F W Woolworth & Co ld (Manchester County Court)
Freedman v Marcus
Carlton Hall Club ld v Laurence (Marylebone County Court)
Gilbert v Cooper (London & Provinces Discount Co ld, Claimants) (Brentford County Court)
Scott v Cooper & anr (Same) (Brentford County Court)
Russell & Russell v Lock (Lambeth County Court)
The Consett Iron Co ld v Bushby & anr (Newcastle-upon-Tyne County Court)
Brown & Sons v The Lincolnshire Beet Sugar Co ld (Sleaford County Court)
Challen v Murray (Wandsworth County Court)
Farnfield & ors v Levison (Barnet County Court)
Wildman v Stead & ors (Brompton County Court)
Christmas v Coxon (Greenwich County Court)
Dalton Motor Spirit Co ld v Western Refining & Marketing Co ld
Burgess v Slaney (Brentford County Court)
Brown v McGregor (Bedford County Court)
Wood v William Sherard & Sons (Bow County Court)
Lewis v Dobson Steam Fishing Co ld (Great Grimsby County Court)
Maley Bros v Churcher (Eastbourne County Court)
Audiss v Parker (Great Grimsby County Court)
Davies v Property & Reversionary Investments Corpn ld
Thorpe & ors v R C Hammett ld & anr (Mayor's & City of London Court)
Fernback v Howard & anr (Brighton County Court)
Middlesex County Council v Hall (Uxbridge County Court)
Isaac Modiano Bros & Sons v H T Pearson & Co ld
Carrimore Six Wheelers ld v Invicta Motor Engineering Works ld (Canterbury County Court)
Evans v Davies & anr (Tredegar County Court)
Griffiths v Hughes (Bangor County Court)
Smith v Smith (Croydon County Court)
Callard v Beeney & ors (Lewes County Court)

SPECIAL PAPER.

Valkering v Winter Bros (Commercial List, fixed Jan 22)
Loders & Nucoline ld v Bank of New Zealand (Commercial List, fixed Jan 25)
Guernsey Direct Supply ld v Anglo Timber & Trading Co ld (Commercial List, fixed Jan 24)
Sir R Ropner & Co ld v Partridge & Co (Commercial List)

MOTION FOR JUDGMENT.

Sheffield & South Yorkshire Navigation Co v Toft Bros & Tomlinson

APPEALS AND ISSUES UNDER THE UNEMPLOYMENT INSURANCE ACT, 1920.

In the Matter of a reference by the Minister of Labour (re Castleman & Dare)

REVENUE PAPER.

Cases stated.

T Haythornthwaite & Sons ld and T Kelly (HM Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
James Shipstone & Sons ld and G C Morris (HM Inspector of Taxes)
E C Carpenter ld and Commrs of Inland Revenue
A R Spiers and A D O Mackinnon (HM Inspector of Taxes)
Commrs of Inland Revenue and Sir Charles W Macara, Bart
Commrs of Inland Revenue and The Iron Trades Employers Insurance Assoc ld
James Leeming and Richard Henry Burnard Jones (HM Inspector of Taxes)
Mrs Hannah Isabel Robson and Commrs of Inland Revenue
The Hon J H Stern & Commrs of Inland Revenue
John Lewis Farrand (HM Inspector of Taxes) and Mrs P Satherthwaite
Gooch's ld and B A Nash (HM Inspector of Taxes)
A S Rowson and J B Stephen (HM Inspector of Taxes) and Commrs of Inland Revenue
Commrs of Inland Revenue and Dalgety & Co ld
Endowment Co ld and Commrs of Inland Revenue
Bourne & Hollingsworth ld and William Ogden (HM Inspector of Taxes)
Commrs of Inland Revenue and Millward's Merchandise ld
Salisbury House Estate ld & C Fry (HM Inspector of Taxes)
The Right Rev W W Perrin and A Dickson (HM Inspector of Taxes)
Albert Edward Ansell and Commrs of Inland Revenue
Henry Cecil Sutton and Commrs of Inland Revenue
Mrs Mary W Leitch and S Emmott (HM Inspector of Taxes)
Charles Louis Dreyfus and Commrs of Inland Revenue
Louis Louis Dreyfus and Commrs of Inland Revenue
Jesse Robinson & Sons and Commrs of Inland Revenue
F E Thornley (HM Inspector of Taxes) and J R Brown
W Marsden and Wendros Williams (HM Inspector of Taxes)
Rheinberg & Co and William Ogston (HM Inspector of Taxes)
Woolf Kreitman & Samuel Kreitman and John Deans Stewart (HM Inspector of Taxes)
Alfred W Drayson & Sons ld and J B Yallop (HM Inspector of Taxes)
G R Hoare and G W Bruce (HM Inspector of Taxes)
S G Ereaut (HM Inspector of Taxes) and The Girls' Public Day School Trust ld
Wright Sutcliffe ld and The Commrs of Inland Revenue
The Corporation of Birmingham and The Commrs of Inland Revenue
City of London Real Property Co ld and W Jones (HM Inspector of Taxes)
C Fry (HM Inspector of Taxes) and Burma Corpn ld
Wilfred Leonard Elmes (HM Inspector of Taxes) and Harold Escott Crewdson

Death Duties—Showing Cause.

In the Matter of Arthur George Earl of Wilton, dec
In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec

PETITION UNDER THE FINANCE ACT, 1894.

In re Baron Henry Edward E V Bliss, dec

English Information.

Attorney-Gen and The Glen Line ld & The Liverpool & London War Risks Insurance Assoc ld
Attorney-Gen and The Public Trustee, Desmond Adolph Tuck & Lewis Wolff
Attorney-Gen and Helen Mary Quixley (Spinster)

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 24th January, 1929.

	Middle Price 16th Jan.	Interest Yield. £ s. d.	Yield with Redemption. £ s. d.
English Government Securities.			
Consols 4% 1957 or after	87¾	4 11 6	—
Consols 2½%	56½	4 8 6	—
War Loan 5% 1929-47	103	4 18 0	4 17 6
War Loan 4½% 1925-45	99	4 11 0	4 13 6
War Loan 4% (Tax free) 1929-42	101⅛	3 19 0	3 19 6
Funding 4% Loan 1960-1990	90¾	4 8 0	4 10 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	95¼	4 4 0	4 7 6
Conversion 4½% Loan 1940-44	99¾	4 10 0	4 11 6
Conversion 3½% Loan 1961	79¾	4 8 0	—
Local Loans 3% Stock 1921 or after	65¾	4 12 0	—
Bank Stock	262	4 11 0	—
India 4½% 1950-55	92	4 18 0	5 1 6
India 3½%	71½	4 18 0	—
India 3%	61½	4 18 0	—
Sudan 4½% 1939-73	95	4 14 9	4 15 0
Sudan 4% 1974	87	4 12 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	83	3 13 0	4 8 0
Colonial Securities.			
Canada 3% 1938	86½	3 9 6	4 16 0
Cape of Good Hope 4% 1916-36	94	4 5 0	4 19 6
Cape of Good Hope 3½% 1929-49	82	4 5 6	4 18 6
Commonwealth of Australia 5% 1945-75	98	5 2 0	5 2 0
Gold Coast 4½% 1956	96	4 13 6	4 17 6
Jamaica 4½% 1941-71	96	4 13 6	4 17 6
Natal 4% 1937	94¼	4 5 0	5 0 0
New South Wales 4½% 1935-45	91	4 19 0	5 6 0
New South Wales 5% 1945-65	98¼	5 2 0	5 3 0
New Zealand 4½% 1945	98	4 12 0	4 17 6
New Zealand 5% 1945	103	4 17 0	4 16 0
Queensland 5% 1940-60	99½	5 1 0	5 0 0
South Africa 5% 1945-75	104	4 16 0	4 16 0
South Australia 5% 1945-75	98	5 2 0	5 2 0
Tasmania 5% 1945-75	100	5 0 0	5 0 0
Victoria 5% 1945-75	98	5 2 0	5 0 0
West Australia 5% 1945-75	98	5 2 0	5 2 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946–56	104	4 16 0	4 15 0
Cardiff 5% 1945–65	103	4 17 0	4 16 6
Croydon 3% 1940–60	72	4 3 6	4 16 0
Hull 3½% 1925–55	79	4 8 6	5 0 0
Liverpool 3½% Redeemable at option of Corporation	75	4 13 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 12 6	—
Manchester 3% on or after 1941	64	4 14 0	—
Metropolitan Water Board 3% 'A' 1963–2003	66	4 11 0	4 12 6
Metropolitan Water Board 3% 'B' 1934–2003	67½	4 9 0	4 12 6
Middlesex C. C. 3½% 1927–47	83	4 5 0	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	64½	4 13 0	—
Stockton 5% 1946–66	102¼	4 18 0	4 19 0
Wolverhampton 5% 1946–56	103	4 17 0	4 19 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83½xd	4 16 0	—
Gt. Western Rly. 5% Rent Charge	100xd	5 0 0	—
Gt. Western Rly. 5% Preference	99	5 2 0	—
L. & N. E. Rly. 4% Debenture	79	5 1 3	—
L. & N. E. Rly. 4% Guaranteed	76	5 5 3	—
L. & N. E. Rly 4% 1st Preference	64	6 5 0	—
L. Mid. & Scot. Rly. 4% Debenture	82½	4 17 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	82	4 17 6	—
L. Mid. & Scot. Rly. 4% Preference	75	5 6 6	—
Southern Railway 4% Debenture	83	4 16 6	—
Southern Railway 5% Guaranteed	101	4 19 0	—
Southern Railway 5% Preference	95	5 5 3	—

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